



SLAVERY IN BABYLONIA

FROM NABOPOLASSAR TO ALEXANDER
THE GREAT (626–331 B C)

MUHAMMAD A. DANDAMAEV

REVISED EDITION

TRANSLATED BY VICTORIA A. POWELL
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DEDICATED TO THE MEMORY OF MY MOTHER
PATIMAT

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EDITORIAL PREFACE

Muhammad Dandamaev's work on slavery in the era of the Chaldean and Achaemenid kings was published in 1974. It attempted to bring to bear upon this key problem in the socio-economic history of antiquity all of the relevant data contained in published Babylonian documents from that era. This important work of historical synthesis has suffered the oblivion of most works on antiquity written in Russian. We offer this English edition in the hope of promoting international scholarly communication.

Preparation of this English edition began in the fall of 1975. At that time it seemed strange that so few works of this kind are translated from Russian. Nine years later the reasons for this are clear. This English edition has required the investment of literally thousands of hours. Since author, translator, and editors had no rational economic motives for entering into or continuing this project, it can appropriately be termed the result of extra-economic forces.

Finding a publisher for such a book has been an illuminating experience. One university press, which considered publishing the book in 1975, came to the conclusion that - in spite of its value - it was economically unfeasible under any circumstances. The present edition has been printed from camera-ready copy processed - except for the bibliography, which was entered by M.A. Powell - by the Word Processing Center of the College of Liberal Arts and Sciences of Northern Illinois University using Altos Microcomputers with a Word Star word-processing program, and it has been printed out on an NEC Spinwriter 5510. Neither the program nor the printer - though good enough in their own way - was designed to handle the kind of complex intermixture of italic with roman type and the diacritics that characterize most Assyriological publications. We have, therefore, eliminated all italics and inserted

by hand all diacritics that could not be printed. Since there are hundreds of these, there will inevitably be blunders here and there, for which we beg the Assyriological reader's indulgence.

Word-processing systems facilitate making changes in a text, but they also make it equally easy to introduce new errors, which can easily become an editorial nightmare. Susan (Spurrier) Hindenberg and Susan Amaloo did the entry work up through chapter I and part of the Akkadian text entry; Susan Amaloo also taught M.A. Powell the essentials of Word Star; Cheryl Fuller worked on the General Index; the other two members of the staff, Crystal Swanson and Amber Oldham, have also rendered assistance and advice. Karen Blaser, Director of the College of Liberal Arts and Sciences Word Processing Center, did the remaining entry work and has done most of the corrections, the Akkadian text entry, and the formatting - all very complex and time-consuming processes. To all these persons - especially to Karen Blaser - M.A. Powell wishes to express his sincere thanks for their conscientious labor and for their patient and cheerful assistance throughout the past two and a half years.

We are particularly indebted to Northern Illinois University Press for undertaking the publication of the book. A number of people were instrumental in realizing this publication. M.A. Powell wishes to thank especially the following: his colleagues in History, W. Bruce Lincoln and J. Carroll Moody; Mary Livingston, Director of the NIU Press, for her interest in the project and for providing excellent editorial support in the person of Bruce A. Barron and other assistance through members of the NIU Press staff, whose help is gratefully recognized; and James R. Norris, Dean of the College of Liberal Arts and Sciences, for provision of word processing and for other professional support.

We are also indebted to the following professional colleagues: to Erle V. Leichty, Ronald H. Sack, Piotr

Steinkeller, and Matthew Stolper, who supported the publication of the book in various ways; to Erle Leichty for collating five of the British Museum tablets that appear in the Appendix and for providing us with photographs of seal impressions on tablets in the University Museum, University of Pennsylvania; to Christopher Walker and the staff of the Department of Western Asiatic Antiquities for facilitating the collation of tablets in the British Museum; to Terrence Mitchell, Acting Deputy Keeper of the same Department, for help in securing photographs from the British Museum; and to William W. Hallo for his offer of aid in checking bibliography.

D.B. Weisberg wishes to thank in particular Dr. Alfred Gottschalk, President of Hebrew Union College, and William W. Hallo of Yale University. He also expresses gratitude for their help to Betty Brady, Miriam November, and Deborah Bram for various kinds of essential secretarial and editorial assistance and to Norma Nepomnyaschy for Russian translation assistance. For help in checking bibliographical material he particularly wishes to thank Bryan Beyer, David Gilner, and Ulla Kasten.

The editors and translator owe a debt of thanks to the International Research and Exchanges Board, which, although in connection with other projects, made it possible for them to spend time in the Soviet Union: David Weisberg in 1974; Marvin Powell and Victoria Powell in 1974/75 and 1978; and Victoria Powell in 1983. We are also indebted to the National Endowment for the Humanities for a grant [RL-20375-83] which provided crucial assistance toward realization of this translation.

The greatest debt of author and editors is to the translator, who had the least to gain professionally from this project and who has, by accepting months of extra and unexpected responsibilities at the expense of her own career, literally rescued us from oblivion. She, in bringing this long task to an end, remembers

gratefully the role of her departed friend Yuri E. Borshchevsky, who was likewise a mutual friend of M.A. Dandamaev and of M.A. Powell.

References to Marx, Engels, and Lenin Titles of works by these authors are translated from Russian into English in the body of the text. The references, however, are to the Russian edition. The interested reader will easily find these in the General Index.

About the Appendix Asterisks in the Appendix reflect collations made by M.A. Dandamaev, E.V. Leichty, or M.A. Powell.

About the Indices The text indices are arranged much as they were in the Russian edition. The general order in the Index of Ancient Sources Cited is alphabetical, but Babylonian texts come before all others. In the Index of Documents Translated the first column with numbers in the form no.1, no.2, etc. refers to the number of the transliterated text in the Appendix. The second column refers to the page in the text where the document in question is translated. For obvious reasons, the General Index is selective and exemplary, rather than mindless and exhaustive.

Babylonian Menology and Metrology Repeated reference is made in the text to Babylonian months and weights and measures. The general reader unfamiliar with these may find the following tables with approximate modern equivalents helpful.

Months

Nisannu	March/April
Ajaru	April/May
Simānu	May/June
Du'ūzu	June/July
Abu	July/August
Ulūlu	August/September
Ulūlu II	Intercalary Month
Tašrītu	September/October
Araḥsamnu	October/November
Kislīmu	November/December
Tebētu	December/January
Šabaṭu	January/February
Addaru	February/March
Addaru II	Intercalary Month

Weights

Shekel, about 8.4 grams
 Mina = 60 shekels, about 500 grams
 Talent = 60 minas, about 30 kilograms

Length

Cubit, about 50 centimeters
 Reed = 7 cubits, about 3.5 meters

Area (Reed System)

Cubit = 1 cubit by 1 reed, about 0.25 square meters
 Reed = 7 cubits by 7 cubits, about 1.75 square meters

Area (Uruk Capacity System)

qa, about 69.444... square meters
 sūt = 6 qa, about 416.666... square meters
 pān = 36 qa, about 2500 square meters
 kur = 180 qa, about 12,500 square meters

Area (Babylon Capacity System)

qa, about 75 square meters
 sūt = 6 qa, about 450 square meters
 pān = 36 qa, about 2700 square meters
 kur = 180 qa, about 13,500 square meters

Capacity

qa, about 1 liter
 sūt = 6 qa, about 6 liters
 pān = 36 qa, about 36 liters
 kur = 180 qa, about 180 liters

ОТ ИМЕНИ КОЛХОЗА
 Marvin A. Powell
 DeKalb
 Midsummer 1984

ABBREVIATIONS

AAASH	Acta Antiqua Academiae Scientiarum Hungaricae. AAASH 21:125-152 = Komoróczy 1973
AB	Assyriologische Bibliothek. AB 4 = Strassmaier 1886. AB 17 = Johns 1901
ABAW	Abhandlungen der Bayerischen Akademie der Wissenschaften, philosophisch-historische Klasse (München)
ABC	Stevenson 1902
ABL	= Harper 1892-1914
Academy	The Academy 34:107-108 = Pinches 1888b
ADD	= Johns 1898-1923
AfO	Archiv für Orientforschung. AfO 16:35-46 = Weidner 1952/1953. AfO 17:1-5 = Weidner 1954/1956. AfO 19:74-82 = Ungnad 1959/1960. AfO 24:122-127 = Walker 1973. AfO Beiheft 6 = Friedrich/Meyer/Ungnad/Weidner 1940
AfK	Archiv für Keilschriftforschung. AfK 2:49-64 = Böhl 1924/1925. AfK 2:107-119 = Schwenzner 1924/1925
AHw	= von Soden 1959-1981
AJA	American Journal of Archaeology. AJA 8:190-191 = Pinches 1893
AJSL	American Journal of Semitic Languages and Literatures
AnOr	Analecta Orientalia (Roma). AnOr 8 = Pohl 1933. AnOr 9 = Pohl 1934. AnOr 33 = GAG = Soden 1952
AnSt	Anatolian Studies
AOAT	Alter Orient und Altes Testament (Neukirchen-Vluyn). AOAT 25:41-57 = Brinkman 1976. AOAT 203:111-118 = Sack 1979a. AOAT 203:157-172 = Spar 1979
AOATS	Alter Orient und Altes Testament. Sonderreihe. AOATS 4 = Sack 1972a
Aof	Altorientalische Forschungen

AOS American Oriental Series. AOS 33 = Kent 1953
 ApI Herzfeld 1938
 ArOr Archiv Orientalni. ArOr 33:19-26 = Freydank 1965
 Arses = Strassmaier 1888
 ARU = Kohler/Ungnad 1913
 AS Assyriological Studies (Chicago). AS 16 = Studies in Honor of Benno Landsberger on His Seventy-Fifth Birthday, April 21, 1965. AS = 19 Kaufman 1974
 BA Beiträge zur Assyriologie
 BabL BabL I, II = Driver/Miles 1952, 1955
 Babyl Babyloniaca
 Babylon = Unger 1931
 BaghM Baghdader Mitteilungen. BaghM 5 = Hunger 1970. BaghM Beiheft 2 = van Dijk/Mayer 1980
 BASOR Bulletin of the American Schools of Oriental Research
 BBS = King 1912
 BE The Babylonian Expedition of the University of Pennsylvania, Series A: Cuneiform Texts (Philadelphia). BE 8 = Clay 1908. BE 9 = Hilprecht/Clay 1898. BE 10 = Clay 1904
 Berens = Pinches 1915
 BHT = Smith 1924
 BIN Babylonian Inscriptions in the Collection of J.B. Nies (New Haven). BIN 1 = Keiser 1917. BIN 2 = Nies/Keiser 1920
 BiOr Bibliotheca Orientalis. BiOr 30:363 = Kutscher 1973
 BM Siglum of the British Museum
 BMB Bulletin du Musée de Beyrouth. BMB 26 (1973) 37
 BMQ British Museum Quarterly. BMQ 3:70 = Hall/Gadd 1928

BOR The Babylonian and Oriental Record. BOR 1:54-55 = Pinches 1886/1887a. BOR 1:76ff. = Pinches 1886/1887b. BOR 1:117-119 = Revillout 1886/188. BOR 1:137ff. = Pinches 1886/1887. BOR 2:1-8 = Pinches 1887. BOR 2:57-59 = Revillout/Revillout 1888a. BOR 2:119-127 = Revillout/Revillout 1888b. BOR 2:142-145 = Pinches 1888a. BOR 4:1-6 = Sayce 1889/1890
 BR 8/7 = San Nicolò 1951b
 BR 6 = San Nicolò/Petschow 1960
 BRAD = Augapfel 1917
 BRL = Kohler/Peiser 1890-1898
 BRM Babylonian Records in the Library of J.P. Morgan (New York). BRM 1 = Clay 1912a. BRM 2 = Clay 1913
 BRVU = Krückmann 1931
 BSAW Sitzungsberichte der Sächsischen Akademie der Wissenschaften zu Leipzig, philologisch-historische Klasse (Berlin). BSAW 115/II = Aro 1970
 BSCAS Bulletin of the Southern California Academy of Sciences. BSCAS 32/II:41-76 = Knopf 1933
 BV = Peiser 1890
 BuA BuA I, II = Meissner 1920, 1925
 CAD = Oppenheim et al. 1956-
 Camb = Strassmaier 1890b
 CBS Siglum of the University Museum, University of Pennsylvania; see Stolper 1974
 CCK = Wiseman 1956
 CdC = Clercq/Ménant 1890-1903
 CIS Corpus Inscriptionum Semiticarum. CIS 2/I = Vogüé 1889
 CIWA See 5R (ordered under R)
 CLBT = Thompson 1927
 CRRAI Comptes rendus de la . . . rencontre assyriologique internationale

CT	Cuneiform Textes from Babylonian Tablets in the British Museum (London). CT 2 = British Museum 1896. CT 4 = British Museum 1898. CT 22 = British Museum 1906. CT 44 = British Museum 1963. CT 49 = British Museum 1968. CT 51 = British Museum 1972. CT 55, 56, 57 = British Museum 1982
CTMMA	= Moldenke 1893
CTNMC	= Jacobsen 1939
Cyr	= Strassmaier 1890a
DAFI	Cahiers de la Délégation archéologique française en Iran (Paris)
Dalley	= Dalley 1979
Dar	= Strassmaier 1897
Dhorme	= Dhorme 1928
Diakonoff	Fs = D'iakonov 1982
DJ	= Oppert/Ménant 1877
Edhem	Fs, see Landsberger 1947
EM	Evil-Merodach = Evetts 1892
EN	Excavations at Nippur. Eleventh Season (Chicago, 1975), pp.125-142 [publication of cuneiform texts by M. Civil]
Eos	Commentarii Societatis Philologiae Polonorum
ET	Expository Times. ET 25:420ff. = Pinches 1913/1914
FB	Forschungen und Berichte (Staatliche Museen zu Berlin). FB 12:49-60 = Jakob-Rost 1970. FB 14:7-35 = Jakob-Rost/Freydank 1972. FB 16:15-76 = Sarkisian 1975.
FHG	= Müller 1841-1871
GAG	= von Soden 1952
GCCI	Goucher College Cuneiform Inscriptions (New Haven). GCCI I = Dougherty 1923a. GCCI II = Dougherty 1933
HAU	= Kohler/Ungnad 1911
HG	= Kohler/Koschaker/Peiser/Ungnad 1904-1923
Holt	= Holt 1910/1911
IEJ	Israel Exploration Journal

Iraq	(Journal of the British School of Archaeology in Iraq). Iraq 4:16-18 = Driver 1937. Iraq 13:95-105 = Figulla 1951. Iraq 16:59-114 = Mallowan 1954. Iraq 17:21-56 = Saggs 1955. Iraq 20:1-99 = Wiseman 1958. Iraq 37:39-55 = Drews 1975. Iraq 38:171-173 = Lambert 1976. Iraq 41:121-140 = George 1979. Iraq 44:71-86 = Walker/Kramer 1982
JA	Journal asiatique (Société Asiatique)
JANES	Journal of the Ancient Near Eastern Society of Columbia University. JANES 8:35-47 = Freeman 1976
JAOS	Journal of the American Oriental Society. JAOS 36:333-336 = Vanderburgh 1917. JAOS 40:142-144 = Sukthankar 1920. JAOS 56:86-88 = Bobrinskoy 1936
JCS	Journal of Cuneiform Studies. JCS 1:351 = Goetze 1947. JCS 9:25-28 = Snyder 1955. JCS 21:236-254 = Oppenheim 1967. JCS 24:105-106 = Sack 1972b. JCS 26:66-70 = Walker 1974. JCS 28:192-196 = Stolper 1976. JCS 30:234-249 = Walker 1978. JCS 31:127-148 = Rochberg-Halton/Zimansky 1979
JESHO	Journal of Economic and Social History of the Orient
JJP	Journal of Juristic Papyrology
JNES	Journal of Near Eastern Studies
Joannès	= Joannès 1982
JQR	Jewish Quarterly Review
JRAS	Journal of the Royal Asiatic Society of Great Britain and Ireland. JRAS 1926:105-113 = Pinches 1926
JSS	Journal of Semitic Studies
JTVI	Journal of the Transactions of the Victoria Institute. JTVI 60:132ff. = Pinches 1928
KA	= Weissbach 1911
KB	Keilinschriftliche Bibliothek. KB 4 = Peiser 1896

Kish Excavations at Kish (Paris). Kish III =
 Watelin/Langdon 1930
 Knopf = Knopf 1939
 8.Kongr = Strassmaier 1893
 KUG = Hecker 1966
 Lab Laborosoarchod = Evetts 1892
 LBAT = Sachs 1955
 Liverpool = Strassmaier 1885
 MAT = Smith 1887
 McEwan = McEwan 1982
 MDOG Mitteilungen der Deutschen Orient-
 Gesellschaft (Berlin)
 MDP Mémoires de la Délégation en Perse.
 MDP 36, see Rutten 1954
 Meso-
 potamia Mesopotamia 10-11:5-29 = Owen 1975/1976
 MHAQ Mount Holyoke Alumnae Quarterly. MHAQ
 1/IV:215 = Hussey 1918
 Moldenke = Moldenke 1893
 MSL Materialien zum sumerischen Lexikon (Roma,
 1937-), ed. B. Landsberger et al. MSL 1 =
 Landsberger 1937. MSL 4 = Landsberger et al.
 . . . Emesal-Vocabulary . . . Old Babylonian
 Grammatical Texts . . . Neo-Babylonian
 Grammatical Texts (1956)
 MVAG Mitteilungen der Vorderasiatischen
 [//Vorderasiatisch-Ägyptischen]
 Gesellschaft (Leipzig). MVAG 44 = Stamm 1939
 Nabopal = Strassmaier 1889c
 NB = Ebeling 1949
 NBDMich = Moore 1939
 NBK = Langdon 1912
 Nbk = Strassmaier 1889a
 Nbn = Strassmaier 1889b
 NBU = Ebeling 1930-1934
 Nemet-
 Nejat = Nemet-Nejat 1982
 Ner = Evetts 1892
 NRVU = San Nicolò/Ugnad 1929-1935

NUVI = Salonen 1975-1980
 OA Oriens Antiquus, rivista del Centro per le
 Antichità e la Storia dell'Arte del Vicino
 Oriente (Roma). OA 14:11-20 = Archi 1975
 OECT Oxford Editions of Cuneiform Texts
 (Oxford). OECT 9 = G.J.P. McEwan, Texts
 from Hellenistic Babylonia in the
 Ashmolean Museum (1982)
 OIP Oriental Institute Publications (Chicago).
 OIP 65 = Cameron 1948. OIP 68 = Schmidt
 1953. OIP 92 = Hallock 1969. OIP 97:71-95 =
 Biggs 1978
 OLZ Orientalistische Literaturzeitung. OLZ
 7:37-45 = Peiser 1904
 Or Orientalia. Or 5:42-63 = Deimel 1922
 OrNS Orientalia, Nova Series (1932-). OrNS 6:245-
 251 = Ungnad 1937b
 PBS University of Pennsylvania, The University
 Museum, Publications of the Babylonian
 Section (Philadelphia). PBS 1/II = Lutz
 1919. PBS 2/I = Clay 1912b. PBS 13 =
 Legrain 1922. PBS 15 = Legrain 1926
 Peek = Pinches 1888-1890
 PEFQS Palestine Exploration Fund Quarterly
 Statement. PEFQS 32:258-268 = Pinches 1900
 PEQ Palestine Exploration Quarterly
 PSBA Proceedings of the Society of Biblical
 Archaeology. PSBA 5:103-107 = Pinches 1883.
 PSBA 7:32-36 = Pinches 1885a. PSBA 7:148ff.
 = Pinches 1885b. PSBA 9:167-177 = Revillout/
 Revillout 1887a. PSBA 9:178-179 = Revillout/
 Revillout 1887b. PSBA 9:233-240 = Revillout/
 Revillout 1887c. PSBA 14:146-148 = Ball
 1892. PSBA 33:155-161 = Pinches 1911. PSBA
 38:27-34 = Pinches 1916 5R = Rawlinson/
 Pinches 1880-1884

RA	Revue d'Assyriologie. RA 10:41-68 = Legrain 1913. RA 11:165-174 = Scheil 1914b. RA 12:1-13 = Scheil 1915. RA 14:154 = Scheil 1917a. RA 14:156-159 = Scheil 1917b. RA 16:111-114 = Scheil 1919. RA 18:1-33 = Scheil 1921. RA 23:13-17 = Boissier 1926. RA 23:46-47 = Scheil 1926. RA 24:38-41 = Scheil 1927. RA 25:53-82 = Dhorme 1928. RA 26:17-19 = Scheil 1929. RA 30:189-191 = Langdon 1933. RA 41:99-103 = Rutten 1947. RA 67:147-156 = Arnaud 1973. RA 74:43-59 = Sollberger 1980. RA 74:145-169 = Joannès 1980a. RA 74:183-184 = Joannès 1980b. RA 75:143-150 = Joannès 1981
RecBod	Société Jean Bodin pour l'histoire comparative des institutions. Recueils (Bruxelles)
RGTC	Répertoire Géographique de Textes Cunéiformes
RIDA	Revue internationale des droits de l'Antiquité (Bruxelles)
RLA	Reallexikon der Assyriologie = Ebeling et al. 1932-
RMA	= Thompson 1900
RP(NS)	Records of the Past . . . [edited by A.H. Sayce]. RP(NS) 4:96-108 = Pinches 1890.
RSO	Revista degli studi orientali (Roma)
RT	Recueil de travaux relatifs à la philologie et à la archéologie égyptiennes et assyriennes (Paris). RT 19:101-112 = Pinches 1897. RT 36:179-192 = Scheil 1914a
Rylands	= Griffith 1909
SAKF	= Oberhuber 1958-1960
SBAW	Sitzungsberichte der Bayerischen Akademie der Wissenschaften, philosophisch-historische Klasse (München)
SbTU	= Hunger 1976
SCO	Studi classici e orientali
SCT	= Gordon 1952

SD	Studia et Documenta ad Iura Orientis Antiqui Pertinentia (Leiden). SD 2 = Symbolae ad Iura Orientis Antiqui petinentes Paulo Koschaker dedicatae
Semitica	(Cahiers publiés par l'Institut d'Études Sémitiques de l'Université de Paris). Semitica 1:43-68 = Dupont-Somer 1948
SIG	Sylloge Inscriptionum Graecarum. SIG I = Dittenberger 1915
Slavery	= Mendelsohn 1949
Smerdis	= Strassmaier 1889c
Spar	= Spar 1972
SPAW	Sitzungsberichte der Preussischen Akademie der Wissenschaften, philosophisch-historische Klasse (Berlin)
Speleers	= Speleers 1925
Stigers	= Stigers 1976
Stolper	= Stolper 1974 (also for Stolper BM/CBS/L-)
StOr	Studia Orientalia Fennica
Sumer	Sumer. A Journal of Archaeology and History in Iraq. Sumer 13:190-195 = Saggs 1957
SWU	= Freydank 1971
TCL	Musée du Louvre, Le Département des Antiquités Orientales, Textes cunéiformes (Paris). TCL 6 = Thureau-Dangin 1922. TCL 9 = Contenau 1926. TCL 12 = Contenau 1927. TCL 13 = Contenau 1929
TCS	Texts from Cuneiform Sources (Locust Valley). TCS 5 = Grayson 1975
TLB	Tabulae cuneiformes a F.M.Th. de Liagre Böhl collectae. TLB 2 = Dijk 1957
TMH	Texte und Materialien der Frau Professor Hilprecht Collection of Babylonian Antiquities im Eigentum der Universität Jena. TMH 2/3 = Krückmann 1933
TPS	Transactions of the Philological Society
TR	Tijdschrift voor Rechtsgeschiedenis

- TSBA Transactions of the Society of Biblical Archaeology (London). TSBA 4:256 = Tite 1876. TSBA 7:407-410 = Strassmaier 1882
- UCP University of California Publications in Semitic Philology (Berkeley). UCP 9/I = Lutz 1927. UCP 9/III = Lutz 1928. UCP 9/XII = Lutz 1931. UCP 10/VIII = Lutz 1937. UCP 10/IX = Lutz 1940a. UCP 10/X = Lutz 1940b
- UE Ur Excavations (London). UE 9 = Woolley/Mallowan 1962
- UET Ur Excavation Texts (London). UET 4 = Figulla 1949
- UNC University of North Carolina museum siglum, see Sack 1972b
- UVB Vorläufiger Bericht über die von dem Deutschen Archäologischen Institut und der Deutschen Orient-Gesellschaft aus Mitteln der Deutschen Forschungsgemeinschaft] unternommenen Ausgrabungen in Uruk-Warka
- VAB Vorderasiatische Bibliothek (Leipzig). VAB 3 = KA = Weissbach 1911. VAB 4 = NBK = Langdon 1912. VAB 7 = Streck 1916
- VAT Siglum of the Berlin Museum
- VDI Vestnik Drevnei Istorii
- VI Voprosy Istorii
- VS Vorderasiatische Schriftdenkmäler der Königlichen [//Staatlichen] Museen zu Berlin (Berlin). VS 3 = Ungnad 1907a. VS 4 = Ungnad 1907b. VS 5 = Ungnad 1908a. VS 6 = Ungnad 1908b. VS 15 = Schroeder 1916. VS 20 = Jakob-Rost/Freydank 1978
- WO Welt des Orients
- WVDOG Wissenschaftliche Veröffentlichungen der Deutschen Orient-Gesellschaft (Leipzig). WVDOG 4 = Weissbach 1903. WVDOG 38 = Lidzbarski 1921. WVDOG 48 = Wetzel 1930. WVDOG 62 = Wetzel/Weissbach 1957

- WZKM Wiener Zeitschrift für die Kunde des Morgenlandes. WZKM 56:138-140 = Oberhuber 1960
- YNER Yale Near Eastern Researches (New Haven). YNER 1 = Weisberg 1967
- YOS Yale Oriental Series (New Haven). YOS 1 = Clay 1915. YOS 3 = Clay 1919. YOS 6 = Dougherty 1920. YOS 7 = Tremayne 1925. YOS 17 = Weisberg 1980
- YOSR Yale Oriental Series, Researches (New Haven). YOSR 5/II = Dougherty 1923b. YOSR 15 = Dougherty 1929. YOSR 19 = Dougherty 1932. YOSR 23 = Hyatt 1941
- ZA Zeitschrift für Assyriologie. ZA 1:441-446 = Bezold 1886. ZA 2:118-147,163-178 = Winckler/Strassmaier 1887. ZA 3:129-158 = Strassmaier 1888. ZA 3:211-230 = Budge 1888. ZA 4:281-282 = Scheil 1889. ZA 5:276-280 = Sayce 1890. ZA 32:1-22 = Schroeder 1918/1919. ZA 61:255-259 = Krecher 1971. ZA 66:280-291 = Sack 1976. ZA 67:42-52 = Sack 1977. ZA 69:41-46 = Sack 1979b
- ZDMG Zeitschrift der Deutschen Morgenländischen Gesellschaft
- ZDPV Zeitschrift des Deutschen Palästina-Vereins
- ZK Zeitschrift für Keilschriftforschung und verwandte Gebiete. ZK 2:324-328 = Pinches 1885
- ZKM Zeitschrift für die Kunde des Morgenlandes. ZKM 1-4, see Grotefend
- ZSS Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Romanistische Abteilung
- ZWJ Zeitschrift für die Wissenschaft des Judentums

AUTHOR'S PREFACE

The seventh through the fourth centuries BC comprise a very important period in the history of the Near East. In this period occur the fall of the Assyrian empire after a prolonged and bitter war; the formation of the Neo-Babylonian kingdom, with the subsequent renaissance of Babylonian culture and economic prosperity; the struggle for hegemony between Egypt, Babylonia, and Media; and the seizure of the entire Near East (along with other territories) first by the Persians and later by the army of Alexander the Great.

At the same time, this period is characterized by an exceptional abundance of written sources. Many thousands of economic-administrative and private legal documents have come down to us from Babylonia. Their contents are very diverse: promissory notes; mortgages; contracts concerning the sale, lease, or gift of land, houses, and other property, the hire of slaves and livestock, the training of artisans; receipts for tax payments; documents of international trade; records of court proceedings; inventories of various items; correspondence of an official nature and letters containing family news and the like; and even such prosaic daily records as credentials, staff schedules, and address files. In addition, there have been preserved historical chronicles, royal inscriptions, fragments of laws, literary works, texts dealing with grammar, medicine, astronomy, mathematics, and religion, bilingual dictionaries, maps, itineraries, house plans, labels or tags for various objects, and so on. All this material permits one to recreate the everyday life of the Babylonians.

As a result of fruitful archaeological excavations, which have been carried out in the Mesopotamian area for many decades now, the body of written sources expands significantly every year. For

example, in the space of a single season of excavations in Uruk, about six thousand documents from the Neo-Babylonian and Achaemenid periods were discovered. Thousands of Neo-Babylonian documents, preserved in the museums of Europe, the Near East, and America and in private collections, remain unpublished. This circumstance is to be explained by the shortage of specialists in this area.

For the period in question we also possess, from neighboring areas, documentary materials of many kinds, which permit the elucidation of the general features of the historical development of the more important countries of the Near East in the first millennium and the delineation of the specific character of the various societies. Above all one must mention in this context the thousands of Neo-Assyrian and Elamite documents and the Aramaic and Demotic papyri.

So many published documents exist that no one has as yet made the effort to put this material into any kind of systematic order, though a great deal of attention has been devoted to the date formulas and legal terms. Most of the texts are published only in cuneiform copies, without transliteration and translation - available only to a relatively narrow circle of specialists. For this reason, many works devoted to the study of this period are inevitably of a tentative, preliminary nature. However, such works will, in the future (but perhaps not the near future), contribute to the understanding of the socio-economic structure of society, which is an important task of historical science. But the resolution of this kind of problem requires a sufficient quantity of reliable studies devoted to various individual problems, above all to the relationships involved in the use and ownership of land, to temple and state property, to the labor of free persons and of various dependent groups in the populace, and the like.

The question of the role of slavery in antiquity has occupied an important place in Soviet scholarship.

This subject, which is a traditional one with us, has also long been an object of keen interest on the part of foreign scholars. Both in our country and abroad, books and articles are being published concerning theoretical questions of slavery and its role in different areas, beginning with Egypt and ending with China. Questions of the significance of slave labor in the economy and the extent of its utilization in this or that society have been discussed at various international congresses. Although many valuable comments about slavery in first-millennium Babylonia have been made by scholars in various works, this problem has, up to now, not once been the object of special research. Thus, the necessity of the present monograph, as one of those preliminary steps in the study of Babylonian society, is manifest.

Having set for myself the task of collecting and studying the material in the Babylonian documents of the seventh through the fourth centuries BC, I transcribed and translated all the documents known and available to me from the eleventh through the second centuries BC. However, in the monograph itself, only the Neo-Babylonian and Achaemenid periods (626-331 BC) are treated. Texts of the preceding and following periods, as well as contemporary sources from neighboring countries, are included by way of comparison and explanation of the evolution of the institution of slavery. Effort has been made in this book to study private, temple, and royal slavery, as well as the social position of those sections of the populace intermediate between slaves and free men.

It seems to me that attempts to study slavery in isolation, characteristic of many authors, lead to an impasse in the study of this problem. It is insufficient to know that such and such a person has so many slaves who do this and that. The problem of slavery concerns all aspects of economic life. It is important to evaluate it as a whole and to attempt to understand what the landowner possesses besides slaves,

how the land is cultivated, and what the character of his farming operation is. Such an approach will undoubtedly contribute to the understanding of the role of slave labor and of the extent of its utilization in comparison with the labor of free men. For this reason I also consider it a necessity, for purposes of comparison, to examine analogous material pertaining to the role of small landowners, tenant farmers, artisans, and hired workers, although these questions, as a whole, cannot be the object of detailed investigation in the present book.

My conclusions, depending as they do upon the interpretation of texts which are frequently difficult to understand, may, in a number of instances, be controversial. While we have at our disposal an exceptional abundance of facts about slaves, we have at the same time almost no kind of narrative sources containing generalizations or a systematic statement of the Babylonian views on slavery. In order that the reader who is not a specialist in this field may have the opportunity to verify my results, I have tried, in the majority of cases, to give a brief summary of the contents of the texts.

Some of the documents which have not yet been treated by scholars and which have genuine significance for the study of slavery are given in transliteration and translation. The translations of the documents are included in the body of the work, and the transliterations are given in an appendix in chronological order. References to texts and studies are given in abbreviated form, and the full titles of the publications are contained in the list of abbreviations and bibliography. Supplementary explanatory phrases in translations from Akkadian are given in round brackets: (); restorations of a destroyed text are in square brackets: []; scribal errors are noted in braces: { }; and omissions in a text by scribe or modern editor is indicated by angle brackets: < >. The = sign refers to another edition

of a text, and the / sign indicates duplicates of documents.

This work on Babylonian documents had already begun during the lifetime of Academician V.V. Struve, to whose valuable advice, aid, and encouragement I am deeply indebted. The advice and comments of I.M. D'iakonov and Iu.Ia. Perepelkin were especially valuable for the systematic working over and studying of the sources. I am also much indebted to the late L.A. Lipin, under whom I first began the reading of Neo-Babylonian texts. I would also express gratitude to I.D. Amusin, I.M. D'iakonov, A.G. Lundin, Iu.Ia. Perepelkin, G.Kh. Sarkisian, I.F. Fikhman, V.A. Iakobson, and other colleagues who, in discussion of the present work, made valuable critical comments and gave useful advice. In the Russian edition of this book, publications available to me extended up to May 1972.

The publication of the English translation of my book is a great honor for me. Revisions have been made wherever feasible to bring the English edition of the book up to date. E.J. Bickerman made, up through 1978, a number of observations that have made it possible to express my conclusions more precisely. Through a dialogue that has extended over almost a decade the book has been enriched by the editors, Marvin Powell and David Weisberg, to whom I express my sincere thanks for the many hours they have spent. I am most profoundly indebted to Victoria Powell, whose participation in this translation was motivated by friendship and her vivid interest in the world of antiquity, for her faithful yet literate rendering of the Russian text into English.

A BRIEF SURVEY OF THE SOURCES

The texts are composed in the late Babylonian dialect of the Akkadian language and are written for the most part on unbaked clay tablets. Judging from various accounts, there are still in museums many thousands of Neo-Babylonian business documents which have not yet been published. Furthermore, many published texts must be collated again with the originals and a portion of them republished.

Such a quantity of documents, rich, moreover, in content, cannot be discussed here in any sort of exhaustive fashion. Up to the present even the number of these documents has not been calculated. A detailed study of the origins of the published texts and the compilation of an analytical bibliography of these texts still require much time and labor. Borger's *Handbuch der Keilschriftliteratur* [1967-1975], which enumerates the published Sumerian and Akkadian texts of all periods in alphabetical order by the name of the editor and which also provides an index by period in volume III, can be regarded as the first step towards such a work. The information given below may serve to convey a graphic idea of the quantity of published economic-administrative and private legal documents (not counting the texts that deal with religion, literature, grammar, medicine, botany, and mathematics, as well as private votive inscriptions, and so on).

As far as I know 13726 documents from the eighth to the second century BC (excluding duplicates and the republication of the same text) have been published up to this time (March, 1983). Over four hundred texts which are known only in translation (without cuneiform copies) or from only short descriptions in catalogues may be added to this number [see Thompson 1927; Strassmaier 1886; Budge 1922:198-217; Mendelsohn 1943a; Figulla 1961; Ungnad 1959/1960].

Of these 13726 texts, approximately 250 can be

ascribed to the time of Assyrian dominance (prior to 626 BC and, in certain instances, up to 616 BC),¹ 380 to the post-Achaemenid period,² and the remaining 13096 to the time of the Neo-Babylonian and Achaemenid kings (626-331 BC).

Nabopolassar (626-605 BC): 316 documents.

AF0 16:43; AnOr 9 5; BE 8 7-9; BIN 1 96,107, 121,130,132,149,152,171,173; BIN 2 128; BOR 1:117-119; BRM 1 41; CCK pl.XXI; CT 2 pl.10; CT 4 pl.14; CT 55 111,115,193,257,400,413, 414,447-454,456,457,458,461,462,464,465,830; CT 56 36,258,391,435; CT 57 60,212; Dalley 70; Freydank SWU 109,117; GCCI II 1-75,262, 341,372; Hunger BaghM 5 1,13,25-27,29; Jacobsen CTNMC 69; JCS 31:144 no.19; Joannès 20; JTVI 60:132; Knopf pl.XXIVA, XXVIB; McEwan 7; Moldenke II 7-15; Nabopal 2-20; NBDMich 35,65,69,86; Nemet-Nejat 51; Peek 2; PEFQS 32:263; RA 23:46f.; RA 74:59 no.127; RT 19:108f.; RT 36:191f.; Spar 5; TCL 12 17-21; TMH 2/3 5,18,43,66,68,69,126,134,205,206,271; UCP 9/I I 3-9; UCP 9/I II 2-6; UET 4 6,56,61-63,68-83,87-89,112,118,195,197,198,202; VS 3 1-3; VS 4 8; VS 6 3-18; VS 20 20-27,29,70; WVD0G 4 pl.15 no.2; YNER 1 8; YOS 17 92,146.

For older bibliography of documents from the time of Nabopolassar (with reference to unpublished

¹A large number of these has been collected and treated by San Nicolò [1951b]; cf. also Weidner 1952/1953; Jakob-Rost 1968, 1970.

²See Krückmann 1931:6-12; Rutten 1935; Sarkisian 1955, 1975; CT 49; and OECT 9.

material), see Weidner 1952/1953:42 and Borger 1965:63-65.

Nebuchadnezzar II (605-562 BC): 1705 documents.

AOAT 25:47 no.9; AfO 17:1-5; AfO 24:125f. no.11-14; AnOr 8 1-18; AnOr 9 7; Aro BSAW 115/II:40-42; ArOr 33:21; BE 8 10-30; BIN 1 99,101,108,112,122,124,126,127,130,133,138-140,144-148,150,151,154,160,162-164,172,176,177; BIN 2 110,112,124-126,129,131; B10r 30:365; Böhl 1936 no.967,1327; BRM 1 43-53; CdC:169; CT 4 3,4; CT 44 71,72; CT 51 42; CT 55 76,79-81,85,119,127,129,134,138,146,158,167,190,202,203,208,223,225,232,233,236,240,246,249,263,265,266,300,322,323,337,339,387,425,439,455,487,497,512,515,521,567,572,604,606,625,655,681,718,720,723-725,727,728,733,740,743,763,808,811,837,844,845(?); CT 56 9,12,15,16,29,64,87,95,106,119,128,144,180,191,212,257,259,264,274,284,288,305(?),307,312,313,328,340,361,368,370,380,388,423,424,439,448,449,457,466,473,478,484,491,492,497,514,553,585,591,613,617,619,621,629,632,634,664,776; CT 57 3,45,49,81(?),91,118,121,149,154,161,172,266,267,281,323,377,393,402-404,474,475,477,525,527,533,536,539,543,547,557,562,634,653,664,680,690,691,696,741,795,809,820,825,865,929,989,1001,1010,1011,1014; Dalley 62,64,67,69; DJ:258f.; ET 25:420ff. no.18; Freydank SWU 130; GCCI I 1-262; GCCI II 135,136,145,147,149,151,169,189,195,199-201,208,211,227,235,237,240,241,264,298,302,320,325,337,348,383,385; Gordon SCT 78,79; Holt 17; Hunger BaghM 5 17,28; Hunger SbtU I 131; Iraq 28:pl.XLIV; Jacobsen CTNMC 70,71; JAMES 8:47 no.9; JAOS 40:143; JCS 24:105 UNC 14; JCS 31:145 no.20; Joannès 44,46,64,78,79,83; Kish III pl.XIV no.144, pl.XV no.141,146; Knopf

pl.XXIIIIB; Liverpool 3,5-8,21; MAT pl.27 (= Nbk 258); McEwan 2,13,33,34,37,39,40,42,43; Mesopotamia 10-11:15 no.28; MHAQ 1/IV:215; NBDMich 6,7,9,16,18-20,25,27,29,30,32,33,36-40,59,61-63,66,68,70-73,75,78,79,82,87,88; Nbk 2,6,7,11,12,14-16,19-447; OIP 97:74, p.87 no.26; OLZ 7:39-42; RA 14:154; RA 24: 38ff.; RA 74:183; RP(NS) 4:97; RT 19:109; SAKF 136, 141,148,151,153; Spar 10,12,13,15,16; Speleers 306; TCL 12 24-58; TMH 2/3 4,15,19,20,24-28, 44-48,70-82,101,102,105-113,125,127,128,151-155,195-197,224,225,238,240,263,264,269,283; UCP 9/I I 10-57,74,82; UCP 9/I II 7-28,56; UCP 10/IX; UET 4 7,33,51,86,126,127,130,207; Unger Babylon: 282ff.; VS 3 4-39; VS 4 9-31; VS 5 6,7,9-16,146; VS 6 19-54,213; VS 20 1,3,4,9-11,14-16,18,30,33-35,37,38,40,42-48,59,67,68,71,84,86,88,90,108,112,117,134; Weidner 1939 A-D; WVDog 4:44ff. pl.15; YNER 1 6; YOS 1 44; YOS 3 3; YOS 17 1-7,9-34,36,38-91,93-145,147-285,303-369; YOSR 15:69; YOSR 19:114.

Amel-Marduk (562-560 BC): 123 documents.

BE 8 31-34,38; BIN 1 136,143; BIN 2 109; BRL II:47f.; BRM 1 54,55; CT 51 43; CT 55 77,182, 719,753,787; CT 57 147(?),320; Dalley 68; EM 1-24; GCCI II 76-95; JCS 24:106 UNC 15; Liverpool 9,10; McEwan 3,46; Mesopotamia 10-11:15 no.29; Sack AOATS 4 1,6,7,10,11,13,14, 19,21-23,28,29,35,40,41,56,57,61,64,66,75-77, 79,80,82,94; SAKF 135,150; Speleers 277,286, 292; Stigers 19; TCL 12 59-62; UCP 9/I II 29; VS 5 17; VS 6 55,56; VS 20 2,54; ZA 66:282, 284,286; ZA 67:43f.,48f.,49f.; ZA 69:42f.,44.

Nergal-šar-ušur (560-556 BC): 166 documents.

AOAT 203:116ff.; BE 8 35-37; BIN 1 123,131, 166,170; BIN 2 120; BOR 4:2f. no.48; BRM 1 56,57; CIS 2/I 62; CT 55 328,375,412,669; CT 56 20,23,366,475,512,525; CT 57 64,174,180, 329,337,559,714,861,983; Dhorme 3; GCCI II 134; JCS 24:106 UNC 16; JCS 31:146 no.21; Joannès 19,60; Kish III pl.XIII 145; Knopf pl.XXVIA; Liverpool 11,12,123; McEwan 10,21; Mesopotamia 10-11:16 no.30; NBDMich 4; Ner 1-72;³ 5R pl.67 1-4; RA 12:6f.; RP(NS) 4:102; SAKF 160; Speleers 276,291; TCL 12 63-70; TLB 2 22; TMH 2/3 49,129,135,156,207,212,228,232; UCP 9/I II 30-34; UCP 9/XII:413ff.; VS 3 40-43; VS 4 32,33; VS 5 18,19; VS 6 57,58; VS 20 145; YNER 1 5; YOSR 15:69; ZA 2:168; ZA 66: 289; ZA 67:50ff.

Labaši-Marduk (556 BC): 12 documents.

Lab 1-6; Strassmaier 8.Kongr. 12-15; VS 6 59; ZA 66:287f.

Nabonidus (556-539 BC): 2628 documents.

AJA 8:190; AfK 2:107/YOS 6 11; AnOr 8 19-36; AnOr 9 8; BE 8 39-56; BIN 1 3,71,97,100,104, 120,135,137,161,165,174; BIN 2 113,117-119, 121-123,127,133; BMQ 3:70; Böhl 1936:49, 53,^{3a} 61; BOR 4:3 no.52,77; BRL II:20; BRM 1 58-61; BSCAS 32/II:45ff.,57,60; BV 91; CdC:167f. pl.B,E; CIS 2/I 61,63; CT 4

³Ner 1 was originally published in transliteration and translation in BRL II:48; cf. Tallqvist 1906:X, who failed to note the identity.

^{3a}Cf. Petschow 1956:112.

pl.30,41; CT 22 30,173,235; CT 51 44,45; CT 55 51,57,59,60,69,71,75,78,96,105,109,117, 118,124,128,135,136,151,154,155,160,166,170, 173,191,196,199,200,207,209,210,212,214,217- 220,226,229,231,235,242-244,250,253,258,262, 267,268,279,282,284,287,291,294,297,301,304, 307,308,315,318,329,332,336,340,346,348,349, 351-354,356-358,361,362,364,366-368,373,376, 379,392,395,396,402-404,416,418,420,421,427, 429-431,442,443,467,474,482,495,499,501,511, 519(?),553,565,576,579-581,584,588,589,593, 594,597-600,603,607,609,610,612,613,615,627, 629-635,637-644,646-648,654,659,662,664-667, 670,672,675,676,678,683,684,687,688,690,692- 701,703,705,706,708-710,712,713,715,717,736, 738,739,747,750,751,754-757,759,769,770,779, 786,789,791,792,795,799,803,807,809,810,814, 815,820,821,823,827-829,832,835,836,838,841- 843,849,853,859-864,867-871,874,875; CT 56 1- 3,8,13,14,21,26,28,31,33,35,37,45,46,49,53, 55,88,92,93,96,97,103,104,107,109,111,114, 115,117,122,125,129,132,136,140,141,145,150, 151,154,157,159,165,171,173,175,177-179,184, 187,188,195,197,204,205,209-211,213,214,216, 217,220,222,224,226,228-230,233-235,237,239, 241,244-246,249,251,260-263,265,268,272,273, 275-278,283,285,286(?),287-292,297,298,302, 304,310,317,320,325,327,329,331,334,335,337, 339,345,348,351-353,356,358,359,363,367,369, 371-373,375,381,384,395,397,405,415-422,425, 428,429,442,443,450,453,463,464,470,476,480, 482,488,496,515-518,544,545,559,563,565,567, 570-574,576-582,584,588,590,596,600,602,605, 606,609,611,616,620,633,642,650,666,672,675, 683,707,709,726,729,733,742,744,750,753,754, 757-760,765-768,771,778,792,803,826; CT 57 15,16,22,24,27,28,32-34,37,40,41,43,46,48,54, 55,57,59,65,66(?),69-74,76,77,84,89,93,95,96, 99,105,125,130,143-145,148,160,162,164,171,

178,186,195,196,199,206,213,220,223,236,246,
 250,252,253,257,260,261,272,275,278,283,284,
 287,289,300,309,314,328,338-340,350,351,364,
 366,367,373,383,386,390,396,400,409,414,420-
 423,441-454,457-461,463,465-468,472,473,478,
 480-484,486,488,491,493,495,497-502,510,520-
 523,529,531,535,538,541,546,556,558,559,565,
 570,583,584,587,608,616,621,625,639,648,683,
 686,689,708,719,721-724,744,745,748-753,756-
 758,771-774,779-782,788,791,799,812,821,822,
 826,832,833,836,839,850,864,869,878,886,903,
 904,911,930,932,933,938,954,961,1012; Dhorme
 4-18; DJ:260,262; Freydank SWU 1,61,63,116;
 GCCI I 263-420; GCCI II 342,396; Gordon SCT
 80,81,97; JCS 9:26; JCS 21:236/YOS 6 168; JCS
 24:106 UNC 17; JCS 31:147 no.22; Joannès
 37,38,40-42,45,49,59,62,65,128; JRAS 1926:
 105ff.; Kennedy 1969 no.1,2; Knopf pl.XXIB,
 XXIIA,B, XXIIIA, XXVA,B; Liverpool 1,2,13-15;
 McEwan 1,6,11,12,18,22; Mesopotamia 10-11:17
 no.31; NBDMich 8,22,34,54,55,67,74; Moldenke
 I 11-31; Moldenke II 46-65; Nbn 1-1134; Peek
 3-5,11,15; PSBA 9:272,288; PSBA 17:278ff.;
 PSBA 33 pl.XXII no.1; PSBA 38:27-29,31; RA
 14:158; RA 41:99; RA 67:147ff.; RA 74:145ff.
 no.1,2; RA 75:143-145; RT 19:110f.; SAKF 133,
 140,143,155,161; Spar 4,6,7,9,11; Speleers 279,
 280,285,287,288,290; Stigers 30; TCL 12 71-123;
 TCL 13 227; TMH 2/3 1,50-53,64,83-88,114-116,
 136,157,158,198,208-210,214,218,226,227; TSBA
 7:408; UCP 9/I I 58-65; UCP 9/I II 35,36; UCP
 10/X; UET 4 36; VS 3 44-59,198,199; VS 4 34-
 58; VS 5 20-34; VS 6 60-95; VS 20 7,12,39,60,
 69,99; WZKM 56:138; YNER 1 3; YOS 6 1-246; ZK
 2:324ff.

Cyrus II (539-530 BC): 817 documents.

AnOr 8 37-64; AOAT 203:169,171f.; BE 8 57-
 70,72-76,109; BIN 1 106,109,111,118,167; BIN
 2 111,115; BRL I:10; BRL II:13; BRL IV:57,69;
 BRM 1 62; BSCAS 32/II:69ff.; CT 22 233; CT 51
 46; CT 55 11,39,41,73,97,112,121,140,147,152,
 195,211,213,255,271,273,276,281,289,305,321,
 475,517,624,649,656,660,726,735,737,782,788,
 793,798,802,872; CT 56 22,63,66,94,120,126,
 131,135,146,148,155,156,166,168,201,219,221,
 225,269,271,294,300,321,333,347,355,382,390,
 413,427,519(?),520-522,554,562,612,693,706,
 752; CT 57 2,52,78,88,94,97,100,139,150,167,
 177,204,271,306,335,344,345,369,384,398,401,
 405-408,424,430,470,485,555,613,692-695,697-
 699,717,718,727,762,789,794; Cyr 1-384;⁴
 Dalley 71; DJ:266; EN:141 no.26; GCCI II
 96-102; Gordon SCT 82-85; Holt 7; Jacobsen
 CTNMC 72,73; JAMES 8:47 no.8; Joannès
 43,63,82; Liverpool 16,17; McEwan 4,5,8,19,
 28,30; Mesopotamia 10-11:18 no.32; NBDMich
 41; OA 14:13; Peek 16; 5R pl.LXVIII no.2; RA
 10:50; RA 23:13ff.; RA 26:17; RA 30:190a(?);
 SAKF 165; Spar 1,3; Stigers 1,2,4-8,10-13,31,
 32; TCL 13 124-145; TMH 2/3 21,22,32,54-58,89-
 91,117,159,215,282; UCP 9/I II 37-39; UET 4
 16,199; VS 3 60-68; VS 4 59-68,206; VS 5 35-
 42,129; VS 6 96-106; VS 20 83,96,115,120,126;
 YNER 1 1; YOS 1 46; YOS 3 45,81; YOS 7 1-95;
 ZA 32:7f.

Cambyes (530-522 BC): 998 documents.

⁴The document Cyr 186 published by Strassmaier [1890a] was republished as KB 4:272 no.XI by Peiser [1896]. The identity of the two was not noted by Tallqvist [1906:18].

AOAT 203:170; AfO 24:127 no.17; AnOr 8 65-79; AnOr 9 9,20; Barton 1900 no.1; BE 8 77-99; BIN 1 98,102,103,105,110,113,115-117,119,128,129,168,169; BIN 2 108,114,116,130; BOR 1: 54ff. [see Ungnad 1941b:337f.]; BRM 1 63-68; BSCAS 32/II:73ff.; Camb 1-441; CIS 2/I 64; CT 4 pl.27; CT 22 236; CT 44 73; CT 51 47,57; CT 55 91,120,168,186,206,251,260,290,359,614,628,677,731,822; CT 56 4,10,11,27(?),124,134,138,142,149,153,167,189,192,194,215,227,238,240,270,279,365,377,556; CT 57 6,18,19,42,67,90,92,104,111,117,133,165,308,347,362,411,489,505,777,790,897; Dalley 76; Dhorme 12-22; DJ:268; GCCI II 103-123,218,357,407,408; Freydank SWU 26; Gordon SCT 86; Hecker KUG 51; Iraq 13:96f.; JCS 31:148 no.23; Joannès 39,67,76,85; Kish III pl.XIII 139; Le Gac 1910 I-II; Liverpool 18,19,27,34; McEwan 9,14,27,29,32; NBDMich 58; OIP 97:86 no.25; Or 5 (1922) 45; Peek 17/Camb 334; PSBA 9:289; PSBA 38:29; RA 10:51 pl.VI; SAKF 162,164; Spar 2; Speleers 284; Stigers 15,17,25,27,34,35,43,56,57; TCL 13 146-179; TMH 2/3 33,59,60,92-94,118,119,130,137,138,160-162; UCP 10/VIII (p.243); UET 4 13,14,24,139,161; VS 3 69-87; VS 4 69-84; VS 5 43-56; VS 6 107-116,328; VS 20 49,63-66,76-79,138; YOS 1 47-51; YOS 3 106; YOS 7 96-198; ZA 61:255ff.

Bardia (522 BC): 18 documents.

BE 8 100,101; GCCI II 132; Liverpool 22; Smerdis 1-9; Stigers 21; VS 4 85,86; VS 5 57/58; VS 6 117.

Nebuchadnezzar III and IV (522-521 BC, called Nidintu-Bel and Araha in the Behistun Inscription): 36 documents.

Dhorme 1,2; Nbk 1,3-5,8-10,13,17,18; TCL 12 22,23; TMH 2/3 6,150; YOS 17 8,35,37,286-302.

Darius I (522-486 BC): 1501 documents.

AfO 24:126 no.16; AnOr 9 10-12; ArOr 33:19; Barton 1900 no.4-28; BE 8 102-117,144,158; Berens 104-108; BMB 26:37; BMQ 3:70; Böhl 1946; BOR 1:76ff.,137ff.; BOR 2:1-8,57-59,119; BOR 4:5; BRL II:35,36,61; BRL IV:19,87; BRM 1 69-84; BV 95,96,100,102-116,120; CdC pl.D; CIS 2/I 65,68-71; CT 2 2; CT 4 pl.25,36,45,47,48; CT 22 74,108,244; CT 44 74; CT 51 48-57; CT 55 27,29-37,43,44,46,61,66,70,74,86,93,95,104,114,116,137,139,142,145,157,177,192,197(?),238,269,274,275,277,285,286,293,298,306,311,313,314,317,363,380,389,435,436,485,505,573,585,592,608,620,682,685,721,745,748,761,767,825,834,850,858,866,873; CT 56 24,40,52,100,139,162,190,193,196,200,231,266,280,299,308,316,378,379,385,414,440,444,462,495,772; CT 57 5,9,12,17,25,36,51,53,102,106,108,109,112,114,115,119,120a,120b,122-124,128,132,141,146,153,158,159,176,219,233,255,262,279,353,371,374,375,392,399,419,456,479,487,490,492,494,496,503,504,516,518,528,545,604,611,612,646,647,684,688,707,716,732,770,775,776,807,819,829,873,875,885,917,926,928,969,979,990,1008,1019,1026; Dalley 73-75; Dar 1-579; Dhorme 27; Diakonoff Fs:123,128; Eilers 1940:107; GCCI II 124-131; Gordon SCT 87-94; Holt 18,21; Iraq 44:84; JCS 26:67f. no.87,88; JCS 30:237ff. no.G; Joannès 29,57,66,69,74,75,81,84; Le Gac 1910 III,XI; Liverpool 20,23-26,33; McEwan 23-26,31,36; Mesopotamia 10-11:19 no.33; NBDMich 26; Nemet -Nejat 4-6,13,24,25,28,31-33,35,43,45,66; Neugebauer 1968 pl.14 ii 497; OIP 65 85; Peek:15ff. no.6,7,12,18,19,20; PSBA 7:148ff.;

PSBA 9:179; PSBA 14:146,148ff.; PSBA 17 no.6, 7,12; RA 30:190b; RA 74:147-156 no.3-13; Spar 8,14; Stevenson ABC 34-36,38,39; Stigers 9, 14,16,18,22,23,26,28,29,33,36,37,41,44,46,48, 49,55,58; TCL 13 180-202; TMH 2/3 2,34,61,62, 95-97,120-122,131,139-141,163-172,199,200,220-222,241,281; TSBA 4:256b; UET 4 12,17,19,20, 26,65,93,94,99-102,107,108,111,205; VS 3 88-177,208,209,211,215,220,222,225-227,229-232; VS 4 87-190,197,198,200; VS 5 59-115,123-127, 131,136-138,144,151,161; VS 6 118-172,201, 215,247,262,321,323,324; VS 20 17; WVD OG 4:48f. pl.XV; YNER 1 2,4,7; YOS 3 175,176; ZA 1:445; ZA 3:224ff. no.2; ZA 5:276-280; ZKM 1 pl.B.

Xerxes I (486-465 BC): 60 documents.

AfO 19:79; BE 8 119,120; BRM 1 85; BSCAS 32/II:50f.; CT 4 pl.34; CT 44 75; CT 55 89; CT 56 38,330; DJ:340; Evetts 1892:91ff. no.2-5; Joannès 89; Kish III pl.XVI 142,143; McEwan 15; NBDMich 56; PSBA 9:238 [cf. HKL I:426]; Stigers 51; Strassmaier 8.Kongr 16-22; TMH 2/3 63,98,173-177; UET 4 50,52,64, 115; VS 3 181-186; VS 4 191-194; VS 5 117, 118; VS 6 177-182,301 [cf. Cameron 1941:320; Oelsner 1975/1976:312].

Bel-šimanni (482 BC): 3 documents.

AfO 19:79 Amherst 258; VS 3 180; VS 6 331.

Šamaš-eriba (482 BC): 7 documents.

VS 3 178,179; VS 5 116; VS 6 173-175; ZA 3:157f. no.16.

Artaxerxes I (464-424 BC): 322 documents.⁵

Barton 1900 31,32; BE 8 121-123; BE 9 1-109, 3a,7a,17a,26a,28a,32a,39a,52a,66a,86a,94a; BRL IV:51,77; BRM 1 86; BSCAS 32/II:46-51; CIS 2/I 67;⁶ CT 22 181; CT 44 76-82; CT 55 179; Dalley 72; DJ:278; FB 14 5-7,9; Holt 9; Iraq 41:137f. no.49; JCS 1:351; JCS 28:192-196; Joannès 27,30-32,72,119,120; McEwan 16,17,20,35,47-51,54; NBDMich 2,13-15,21,24, 28,46; MDP 36:83-85 no.4; PBS 13 85; PSBA 5:103; PSBA 19:142; RA 18:32; RA 19:137,142 no.3,5; Stevenson ABC 40,45; Stigers 3,20,24, 47; Stolper BM 13160,13232,13264; Stolper CBS 4986,4987,4993,4999,5145,5146,5148,5151,5153, 5156,5170,5172,5174,5186,5195,5199,5205, 5206,5240,5261,5506,5510,5516,6126,6132, 12829,12841,12852,12859,12861,12862,12864, 12873-12875,12879,12883,12892,12894,12922, 12924,12940,12941,12946,12950,12951,12960-12965,12977,12978,12980-12983,12986,12989, 12993,12995,12998,13000,13006,13020,13037, 13039,13048,13065; Strassmaier 8.Kongr 23,24, 26,27,29-31; TCL 13 204-206; TMH 2/3 7,123, 142,178,201; TSBA 4:256a; UET 4 92,105,193; VS 3 187-192; VS 5 119-121,128; VS 6 183-185,187,188,226,293; ZA 3:158; ZKM 1 pl.A.

⁵It is possible that some of the documents included here belong to Artaxerxes II or Artaxerxes III. The same uncertainties apply to those assigned to the reign of Darius II, where some may belong to Darius III.

⁶CIS 2/I 66 belongs to the time of Darius I, not to Artaxerxes I, as Oppert, who published this document, thought [cf. TCL 13 193].

Darius II (423-405 BC): 423 documents.

BE 8 127,128; BE 10 1-132; DJ:276; FB 14 1-4,8,11-13,16,19,21; Iraq 4:16; Joannès 18,33,34,71; Kish III pl.XIV 140; NBDMich 43,49; PBS 2/I 1-228; RA 16:111; Stolper BM 12957; Stolper CBS 4998,5213,12957,12985,13005,13031; Stolper L-29-565,L-29-570; TMH 2/3 99,124,146-148,182-191,203,204; UCP 9/III:269ff.; UET 4 10,11,53,55,205; VS 3 193-195; VS 4 195,196; VS 5 122; ZA 5:279f.; ZKM 2 pl.C.

Artaxerxes II (404-359 BC): 70 documents.

AOAT 25:44f. no.4; BE 8 124-127; Hunger SbtU I 129; Joannès 1-7,10,12-17,22,23,35,90,121,129; 8.Kongr 25; TMH 2/3 145,186,266; UET 4 1-4,18,22,28-30,34,35,37-42,44-49,54,57-60,66,67,85,91,95-97,103,104,106,109,194.

Artaxerxes III (358-338 BC): 7 documents.

CT 49 1-4; Joannès 91,103; Strassmaier 8.Kongr 28.

Darius III (335-331 BC): 1 document.

Joannès 92.

Insofar as is known to me, documents have not yet been found which can incontestably be ascribed to the reign of Arses (337-336 BC).

Thus, out of 13096 documents of the Neo-Babylonian and Achaemenid period, 9213 are precisely dated. The remaining 3883 (including the majority of the letters) are either undated or their dates have been destroyed. However, these texts also can be more or less accurately dated in a majority of instances with the aid of prosopography. There are also about three

hundred texts with dates which do not contain the king's name, but in most of these cases the king is easily identified. Most of the documents relate to the reigns of Nebuchadnezzar II, Nabonidus, Cyrus, Cambyses, and Darius I (from the end of the seventh to the beginning of the fifth century BC). It is also from this very period that a majority of the surviving letters comes.

In many documents the provenience is stated: Babylon and its suburbs - 1692, Uruk and its environs - 853 (in fact, more than 2000 published documents and letters of the period in question were actually found in Uruk), Nippur - 642, Sippar - 569, Borsippa - 424, Ur - 79, Dilbat - 17, Opis - 16, Kish - 9, Larsa - 7, Kutha - 6, Susa (Elam) - 3, Tyre (Phoenicia) - 2, Ecbatana (Media) - 2, Persepolis (Persia) - 1. Some of the documents were written in obscure places (among them some districts in Western Iran), but the place of composition is not mentioned or preserved in the majority of the remaining texts. Most of the documents come from large cities, and in this sense the Babylonian archives of the seventh to the fourth century BC may be called primarily city archives.

We do not possess state archives; the surviving documents come from temple and private archives. Among the temple archives, the archives of the Eanna temple in Uruk and the Ebabbar temple in Sippar must especially be mentioned. Certain documents from the archive of the Eanna temple were composed, in contradistinction to the overwhelming majority of these texts, not in Uruk itself but in Babylon, Borsippa, and Larsa, where the Eanna temple had trade entrepôts or various economic interests.

The richest private archives are those of the Egibi and Murašu business houses. The majority of the documents from the Egibi archive was composed in the area of Babylon and its suburbs, but a few were written in other cities where members of the Egibi family possessed real estate or were engaged in business.

Unfortunately, documents from the Egibi archive are scattered among the most diverse museums and publications. The archive of the house of Murašu was discovered in its entirety in a single room and for this reason was published more connectedly. This archive consists of 730 tablets in all, a large part of which are beautifully preserved. Thus far, 586 of the tablets have been published in cuneiform copies. They were written by several dozen scribes on very clean, pliable clay of a brown or greyish color. Nearly all of them were composed in the city of Nippur, the remainder (about one-tenth) in its environs. However, more than two hundred populated areas and sixty canals are mentioned in them. Almost all the texts are dated to the reigns of Artaxerxes I and Darius II. The earliest tablet was written in 455 and the latest in 403 BC. The majority of documents relates to the end of the reign of Artaxerxes I and to the beginning of the reign of Darius II. Archives of other private individuals have also been preserved. The majority of them comes from Babylon and Sippar. The archive of the family of a certain Sin-uballiṭ was discovered in Ur. Some of the documents from this archive were written in Babylon, Dilbat, and other places where Sin-uballiṭ temporarily resided. This archive relates to the end of the seventh century BC.

The letters are written on small, oblong clay tablets in a diminutive, compressed hand. Some of them are baked, but the majority is sun-dried. They were sent to the addressee in a sealed clay envelope that safeguarded the confidentiality of the correspondence and preserved the text against damage. The seal and name of the sender are preserved on the envelope of one of the letters [CT 22 142], and certain letters contain the seal impressions of the senders. Insofar as is known to me, 816 letters have been published to the present time. Only about two dozen of them contain dates (the period of the reigns of Nebuchadnezzar II, Nabonidus, Cambyses, and Darius I). The date of the

majority of the remaining letters can be approximately established by personal names (mainly temple functionaries who are mentioned in dated administrative-economic documents). As a whole, these letters relate to the period between 600 and 450 BC. The majority of the letters bears the stamp of an administrative-economic correspondence. Some of the letters are reports addressed to kings; others contain reports sent by judges regarding various offenses. Most of these come from the archive of the temple of Eanna in Uruk. Many letters from the archive of the Ebabbar temple in Sippar are also preserved. And there are letters from the archives of private individuals, including letters of the Egibi family. Certain letters were sent by husbands to their wives and vice versa. In a number of instances the persons, finding themselves under various circumstances far from home, send greeting to their relatives, give advice about economic matters, and ask them to send family news. One letter even contains congratulations in connection with the birth of a child.

As we have seen above, a small quantity of the documents comes, not from Babylonia itself, but from other countries. This is to be explained in part by Babylonians journeying to neighboring countries on business and concluding there various contracts (for example, a document from the Egibi archive composed in Ecbatana and contracts from the Murašu archive which come from Susa). The circumstances here may sometimes be incidental or unknown to us (as an example, a document from Persepolis may be cited, which concerns payment of state taxes). But in most instances the composition of documents in the Akkadian language beyond the borders of Babylonia may easily be explained by the significant number of Babylonians living in these countries. In particular, it is apparent from a contract [MDP 36 4] written in Susa in the Akkadian language and mentioning many persons with Babylonian names that there was a Babylonian colony in that city

in the fifth century BC. Three Neo-Babylonian letters, found in Tell Halaf (ancient Guzana) in northern Mesopotamia, attest to the existence there of a Babylonian colony, apparently in the sixth century BC [AfO Beiheft 6 no.117-120]. Twenty-seven documents in Akkadian dated to the period from Nabonidus to Darius I have been found in Neirab (five kilometers from Aleppo in Syria), but these documents were written in Babylonia and later brought to Neirab by some person of North Syrian origin [see Eph^{cal} 1978].

Neo-Babylonian Laws Three columns of a collection of laws are preserved, which according to script, language, and contents are to be ascribed to the Neo-Babylonian period. The beginning and end of the surviving text are destroyed. Judging from the careless writing and the many errors, this is part of an official text of laws copied out for school exercises. The preserved clauses concern mainly marriage and property rights [the most recent republications of the text of the laws are in Babl II:336-347; Szlechter 1971]. Like the more ancient laws from Mesopotamia, Neo-Babylonian laws only point out the various possibilities and legal consequences apropos of cases from everyday life. They are not derived, like Roman law, from abstract principles or theoretical precepts for the resolution of practical questions. In the Neo-Babylonian period the laws of Hammurapi also continued to be studied and copied, as the many extant copies indicate.

A very interesting Neo-Babylonian literary text has been published by Lambert [1965], evidencing the introduction of new laws. The beginning and end are unfortunately broken off. Judging by language and orthography, the text is to be ascribed to the seventh or sixth century BC, and, from certain historical information, either Nebuchadnezzar II [Lambert 1965] or Nabonidus [von Soden 1976:283] may be considered its author. The text specifically says that lawlessness and tyranny reigned in the country, but that the king

established just laws. If the attribution of the text to the time of Nebuchadnezzar II is correct, then the Neo-Babylonian laws may also be dated to the period of his reign.

Historical Chronicles and Inscriptions During the first millennium, right up to the end of the second century BC, the Babylonians regarded the history of their own country with lively interest, and ancient works were studied in the temple schools and recopied. State, temple, and private libraries existed. During excavations of the foundations of dilapidated buildings in the reign of Nabonidus, inscriptions from the third millennium were discovered and correctly read, and the names of kings were organized like an absolute chronology extending all the way back to the dynasty of Akkad.

Beginning with the eighth century BC in Babylonia, there were compiled out of annual records chronicles of a more or less similar nature to these records giving an account of the most important historical events. Of this type of text, so far there have been found and published chronicles for the years 745-668, 626-623, 616-595, and 556-538 BC. Thanks to the Neo-Babylonian chronicles we now know relatively well the historical events connected with the fall of Assyria and the emergence of the Neo-Babylonian state, the conquests of Nebuchadnezzar II and Nergal-šar-ušur, and the subjugation of Mesopotamia by the Persians [all the Babylonian chronicles are collected in BHT and CCK; see now TCS 5].

Inscriptions containing mention of important historical events (for example, the Harran inscriptions of Nabonidus and the Cylinder of Cyrus) are also preserved, as well as a tablet with a king list and the dates of their reigns [see now BaghM Beiheft 2 no.88].

Royal Inscriptions At present more than 140 inscriptions of Neo-Babylonian kings have been published. They are written on clay, stone, and metal and describe the construction of palaces and temples,

the deeds of kings, donations to temples, and the like. But the Neo-Babylonian royal inscriptions are quite different from the Assyrian ones: they are religious, with almost no historical ("annalistic") content. The majority of these inscriptions are ascribed to the period of Nebuchadnezzar II and Nabonidus. All inscriptions known up to the beginning of the twentieth century are collected in NBK; later publications are: BIN 2 29; CT 34 1,2; CT 36 pl.17-20; CT 37 2,3; Gadd 1958; Landsberger 1947; Levy/Artzi 1965:94-98; PBS 15 29,30,76-79; Sumer 13:190-195; UET 1 184-189,194,264; UET 8 103; UVB 1:45ff. no.27,29-31; WVD OG 48:80ff.; YOS 1 39,40,45; Zabłocka/Berger 1969 [several Cyrus inscriptions are also included in this enumeration, but the duplicate inscriptions, the quantity of which is rather large, are not taken into account here; see now Berger 1973].

The trilingual Achaemenid inscriptions are of great value since they present the possibility of comparing Babylonian social terminology with that of ancient Iran and Elam, and in certain instances with Aramaic terminology as well. To the present time more than 150 inscriptions furnished with Akkadian translations and certain important inscriptions of Cyrus composed only in Akkadian have been published [almost all trilingual Achaemenid inscriptions are collected in Weissbach 1911, Herzfeld 1938, and Hinz 1969].

Descriptions of actual events are also encountered in certain literary texts containing prophecies or narrations of divine justice [see, for example, CT 46 45,48 and recently Sack 1981:413f.].

Neo-Babylonian documents containing descriptions of the city of Babylon and its individual parts, geographical maps, and the like were collected by Unger [1931].

Numerous Neo-Babylonian texts dealing with religion, medicine, astronomy, and mathematics (at present more than two thousand have been published)

deserve the attention of historians as well, not only because they reflect the level of scientific knowledge and ideology, but chiefly because they often give valuable information about historical events, international trade, and the material culture [the more important publications are: AJSL 26:27-32; LBAT; RA 41:23-53; TCL 6].

The Neo-Babylonian grammatical texts are published in CT 12 and MSL 4:129-178.

Up to now we have dealt with cuneiform texts on clay, called *tuppu*. In Neo- and Late Babylonian texts *lā'u* is also mentioned in the capacity of a writing material. Originally this word signified a small wooden board, but later its meaning was also extended to other writing materials (stone, metal, ivory). These boards were not used for inscriptions of a monumental nature, but for the composition of accounts of, above all, the state administration and the temple households (the issuance of wages and rations to workers, lists of livestock, etc.). Waxed boards were used for writing account documents in the temples [San Nicolò 1948a]. In Babylonian territory itself documents of this type have yet to be discovered, because they are preserved only under special climatic conditions. However, during the 1953 excavations of the Assyrian city Kalah, about twenty excellently preserved tablets of ivory and wood, corresponding in form to the Roman *tabulae ceratae*, were discovered, some of them containing wax remains with traces of cuneiform signs [Iraq 16:98ff.].

Documents in Aramaic and Other Languages from Babylonia The Aramaic script played a decisive role in the disappearance of cuneiform documents, since it was in its simplicity, ease of spelling, and accessibility to the broad masses, and in the speed at which it could be read, incomparably easier than any cuneiform system. Originally Aramaic became the written language of central and northern Syria and Phoenicia, as well as of the numerous Aramaic

principalities in Mesopotamia. Beginning with the eighth century BC, it gradually developed into the language of international trade and diplomacy of the entire Near East. So, for example, the letter of a king of a southern Palestinian city (in all probability Ascalon) to the Egyptian Pharaoh entreating swift aid in the threat of a Babylonian invasion (c. 604 BC) is written in Aramaic [Semitica 1:43-68]. Accompanying the annexation of Aramaean provinces to the Neo-Assyrian state and as a result of the continual penetration of numerous Aramaic tribes into Babylonia, Aramaic gradually became a spoken language and replaced Akkadian in everyday life even in Mesopotamia itself. Akkadian continued only as the language of literature, of religion, and, in part, of legal documents. Scholars have supposed that Akkadian was already a dead language in the seventh and sixth centuries BC, and that Aramaic became the spoken language of communication in Babylonia and Assyria. But Akkadian probably continued to be spoken, because we can trace the changes in the language after the seventh century BC, as well as note the Aramaic influence on Akkadian syntax. Aramaean scribes gradually came to occupy key positions in the Mesopotamian chancellery, and, beginning approximately with the middle of the eighth century BC, Aramaic words appear in relatively large numbers in Assyrian and Babylonian texts [part of them have been studied by von Soden: 1966, 1968, and 1977; cf. Kaufman 1974], while Akkadian (especially in the area of syntax) is exposed to strong Aramaic influence. In Mesopotamia, Aramaean scribes wrote on clay in the Aramaic script and language, and also, apparently, very rarely in cuneiform in Aramaic [see CIS 2/I 38-43; Lidzbarski 1921; AfO Beiheft 6:69-78].

Beginning with the seventh century dockets in the Aramaic script and language start to appear in Babylonian cuneiform documents. These dockets, which were marked on clay with a black liquid or were scratched on the fresh clay with a hard instrument,

give a short summary of the cuneiform texts, the reading of which, apparently, demanded far more time. The Murašû archive from Nippur (fifth century BC) contains an exceptional number of these dockets.

But the basic writing materials for the Aramaic script, both in Mesopotamia and in other countries, were leather (*mašku*) and papyrus (*niāru*). As far back as the Neo-Assyrian period, scribes are depicted on reliefs holding leather or papyrus in their hands. In Neo-Babylonian texts (*KUŠ*)šipirtu, "letter (on leather)," and (*KUŠ*)giṭṭu, "receipt (on leather)," are frequently mentioned. Some people have even supposed that only a very insignificant part of the economic and legal documents was written on clay in the Neo-Babylonian period, and that the bulk of the texts was written in Aramaic on leather [see Oppenheim 1964/1977:94f.]. But, unfortunately, texts of this type were easily destroyed by the climatic conditions in Mesopotamia, and they have not been preserved.

From Mesopotamia of the Neo-Babylonian and Achaemenid periods a few texts in other languages have also been preserved, which can easily be explained by the existence of numerous colonies of aliens. An inscription in Phoenician was found at Ur which tells of the offering of an ivory box by a certain slave girl to the goddess Astarte [Millard 1962:41]. A few texts in Old South Arabic have been excavated in Uruk and other places [UVB 14:43f.]. In a contract of the fifth century, concerning the sale of a slave girl, a postscript in an unknown script and language has been preserved [PSBA 5:103-107]. It has been conjectured that this is an inscription in Brahmi [JAOS 56:86-88].

Among the foreign sources concerning Babylonia (including some relating to the problem of slavery), certain parts of the Bible are definitely valuable [for our purposes, Galling 1964 and Smith 1944 are particularly indispensable].

Ancient authors (Herodotus, Xenophon, Ctesias, Diodorus, Strabo, Quintus Curtius Rufus, Josephus, and

others) had a very vague conception of the history of Babylonia, and today their works cannot be used as primary sources. However, these authors (especially Herodotus and Xenophon, who visited Babylonia themselves) preserve valuable information [the most valuable studies are: Ravn 1942; Baumgartner 1950; Wetzel 1950]. About 290 BC, the Babylonian Berossos, a priest of the Esagila temple, wrote in Greek a work in three books on the history of Babylonia (*Babylōniaka*). For his composition he used astronomical tables, works dealing with ancient Babylonian mythology, and historical documents. Unfortunately, this important work, based on reliable sources, is preserved only in fragments [Schnabel 1923; see now: Drews 1975; Lambert 1976; Komoróczy 1973].

Finally, there remain to be said only a few words about contemporary documents from Egypt, Susa, and Persepolis, which are valuable not only for comparative-historical research on Babylonian society, but also because sometimes one and the same person in the Achaemenid period (from the households of the kings and the Persian aristocracy) owned land in all these countries, and this land was cultivated by the labor of workers who are designated in the various languages by one and the same term. [An enumeration of Egyptian demotic documents from the Saïte and Achaemenid periods is given in Seidl 1968:11-29.]

From Egypt there have come down to us about two hundred papyri from the Achaemenid period in Aramaic [the most important publications are: Cowley 1923; Aimé-Giron 1931; Kraeling 1953; Bresciani/Kamil 1966; studies: Verger 1965; Muffs 1969; Yaron 1961; Grelot 1972; Porten 1968]. The letters of the Persian satrap in Egypt, Arsāma, to the managers of his estates, scattered throughout the whole of Egypt, are especially valuable. These documents (written on leather in Aramaic) are instructions for the administration of the estates, the acquisition of labor, the treatment of disobedient slaves, and so on [Driver 1965].

Aramaic documents, dated by the names of Achaemenid kings (fourth century BC) and coming from the area of ancient Samaria, have been found in the Wadi-Dāliyah (to the north of Jericho). They concern, in particular, the sale and manumission of slaves, but at present the contents of these documents are known only in short accounts [Cross 1963, 1969].

In addition, 309 documents from the seventh or sixth century BC in Elamite found in Susa have been preserved [Iusifov 1963a, 1963b]. We also have at our disposal the extensive archive of the king's household at Persepolis from the sixth and fifth centuries BC. Already, 114 documents from the "Persepolis Treasury" [Cameron 1948, 1958, and 1965] and 2123 tablets from the "Fortification Walls" [Haddock 1969; DAFI 8:109ff.] in Elamite have been published. Several hundred Aramaic inscriptions of the fifth century BC from Persepolis must also be mentioned [Bowman 1970]. Finally, several inscriptions in Greek and other languages were found in strata of the Achaemenid period at Persepolis.

THE MOST IMPORTANT CONTRIBUTIONS TO THE PROBLEM

The beginning of the study of Neo-Babylonian texts goes back to the 1860s when J. Oppert, one of the founders of Assyriology, began to publish and interpret these texts. At the end of the nineteenth century Strassmaier published about three thousand documents from the seventh to the fourth century BC. During the same period, the numerous masterly publications of Pinches began to appear. It is due to the efforts of these same scholars that a firm foundation for the study of Babylonia was laid. In this regard, great credit must also go to Peiser. Soon afterwards, however, a vast quantity of literary and legal texts from the Old Babylonian period began to be discovered, followed by texts from Tell el-Amarna and works in Sumerian, Hittite, and other languages, and scholarly interest was transferred to these texts. Work on first-millennium documents almost ceased. A partial reason for this was the negative reaction of the famous Assyriologist F. Delitzsch to Strassmaier's publications. One of his students has been quoted as saying that several lines from the Gilgamesh epic are more valuable than hundreds of Neo-Babylonian documents. It goes without saying that today there is not the least necessity in showing that without documentary material it would be not only impossible to study the life of the society and its economic structure, but equally impossible to understand the context of literary works.

At the end of the nineteenth and the beginning of the twentieth century, the legal historians Kohler and Cuq began to take an interest in Neo-Babylonian texts (above all from the point of view of private and procedural law). Not knowing Akkadian and cuneiform, however, they were forced to acquire material at second hand. The publication in 1911 of Koschaker's classical work on Babylonian-Assyrian warranties [Bürgschaftsrecht], based primarily on Neo-Babylonian

documents, began a new epoch in the study of these texts. Koschaker was the first historian of law who had access to texts of all epochs in the original.

From the end of the 1920s, the many works of the legal historian and Assyriologist San Nicolò began to appear, making an invaluable contribution to the study of legal and economic documents of the first millennium. At the same time, Ungnad, Ebeling, Meissner, and other scholars whose work remains valuable to the present day worked on these texts. More recently, the study of Babylonian documents of the first millennium has been continued by Eilers, Petschow, Cardascia, Klima, and other legal historians-Assyriologists. However, most of the work of the law historians has been devoted to purely legal questions, and there has been as yet little research done on economic and social problems.

In a short summary it is impossible to cover all previous research, and, besides, the conclusions of many works will be stated in appropriate places in the body of the monograph. For this reason mention has been restricted to only the basic trends.

Meissner's work on Assyro-Babylonian slavery [De servitute] published in 1892 is completely outdated. Dougherty's study [Shirkûtu] on temple slavery in the Neo-Babylonian period, in which most of the documents about temple slaves known to that time were transliterated and translated and which in the conclusion contains a short review of the findings of the author, appeared in 1923. Although many new texts have been published since this book, it has remained of consequence to this day.

In 1949, Mendelsohn published a work [Slavery] which gives a description of slavery in Sumer, Babylonia, Assyria, Syria, and Palestine from the middle of the third millennium to the end of the first millennium BC. The work consists of three parts: 1) the origin (sources) of slaves, 2) the legal position of slaves, and 3) the economic significance of

slave labor in agriculture and crafts. This book, as the first synthetic study of the problem, has great significance, and the findings of the author will be discussed below in the appropriate chapters. But, unfortunately, in the area of cuneiform law (in any case, in the Neo-Babylonian and Achaemenid periods) Mendelsohn limited himself entirely to documents translated by his predecessors, although, as mentioned above, the majority of the texts used in the present study was available at that time, though only in cuneiform copies. In those instances where the existing translations were inexact or have become out of date (this applies to works published at the end of the nineteenth century), the conclusions of Mendelsohn also require reconsideration. Finally, although his book contains references to texts from various epochs, many important problems have been ignored (for example, the question of dependent groups, royal slaves, and similar problems). For this reason, it is imperative to begin to study texts of specific historical epochs in more depth and more comprehensively and only after that to pass on to generalizations about the Near East as a whole.

With this the enumeration of studies on Babylonian slavery in the first millennium is concluded; however, valuable views on the legal position of slaves are contained in the many articles and books of San Nicolò, Petschow, Cardascia, Klíma, and other authors. More recently, J. Oelsner, in response to the Russian edition of the present work, published an article on slavery in Babylonia in the seventh to the second century BC [Aof 5:71-80].

Successful work on the abundant documentary material requires, in particular, the publication of texts in transliteration and translation. To the present time, about 2100 private legal and economic documents and letters have been published, partially transcribed, and commented upon by the historians of law [the major sources are: Augapfel 1917, Cardascia

1951, Cocquerillat 1968, Kohler/Peiser 1890-1898, Kohler/Ungnad 1911, Peiser 1896, Salonen 1975-1980, San Nicolò 1951b, San Nicolò/Petschow 1960, and San Nicolò/Ungnad 1929-1935].

A large part of the texts treated comes from the archive of the Eanna temple in Uruk. The letters have been transliterated and translated by Ebeling [see NB and NBU where 705 letters are given; the texts not treated there consist of about fifty letters which were apparently not known to Ebeling; see now also CT 55 1-54]. A concordance of personal names and geographical names in the documents from the middle of the seventh to the second century BC published by the beginning of the twentieth century (about 3400 texts) is contained in the valuable work of Tallqvist [1906] on Neo-Babylonian names. Many major editions which have been published in the twentieth century (excluding the series CT and VS) are accompanied by name indices.

The Late Babylonian dialect of the Akkadian language in which these texts were written remains almost uninvestigated. In the texts (especially beginning with the fifth century) one can find many words taken from Aramaic and the Iranian languages; there were important changes in syntax, the vowels in unstressed endings were not pronounced, and case endings were lost. The work of Tallqvist [1890] dealing with the language of the Nabonidus period is totally obsolete. Valuable information on the late Babylonian dialect is contained in the basic grammar of Akkadian by von Soden [GAG; see also Hyatt 1941, Weisberg 1967:106-111; Dietrich 1969; StOr 46:11-22]. A lexicon of Neo-Babylonian letters is contained in the dictionary of Ebeling [1953]; a partial lexicon of the documents is contained in Ungnad's glossary [1937a] and also in the published volumes of the Chicago Assyrian Dictionary [CAD] and in the dictionary of von Soden [AHw].

The chronology of the Neo-Babylonian and following periods (up to 75 AD) has been studied in Parker and

Dubberstein's valuable work [1956] devoted to the subject.

Neo-Babylonian mortgage law has been thoroughly studied, thanks, above all, to the fundamental investigation by Petschow [1956], whose basic conclusions are given below (p.137-142). Petschow has also authored an article [1959a] devoted to the study of Neo-Babylonian laws, in which, on the basis of the documentary material, he traces the application of these laws in practice [see also Szlechter 1971 and, for bibliography of works on Neo-Babylonian law, Petschow 1966:278]. The first volume of the work by Driver and Miles [BabL] cites a vast amount of material by way of a systematic legal commentary on cuneiform law (including Neo-Babylonian) in comparison with biblical, Greco-Roman, and even medieval legal views. Private law of the fifth century BC has been studied in detail by Cardascia [1951] using documents from the Murašu archive. A rather detailed essay on Neo-Babylonian law, based on earlier literature, has been presented by Korošec [1964].

A history of the Egibi family, the linguistic problems of texts from the archive of this family, and a short interpretation of socio-economic relations have been given by Weingort [1939]. A special study by Ungnad [1941a] has been devoted to the genealogy of the house of Egibi. Krecher [1970] has also made a (still unpublished) study of the Egibi.

The organization of the temple administration and the prosopography of Neo-Babylonian letters have been studied by San Nicolò [1941]. From the pen of the same author is a valuable series of articles on cattle raising in the domestic economy of the Eanna temple [San Nicolò 1948b, 1949a, 1951a, 1954b, 1956] and numerous articles on formulaic expressions in the documents and on Neo-Babylonian law. In the monograph by von Bolla [1940] much space is devoted to the renting of stock in first-millennium Babylonia.

Among works devoted to the use and tenure of land,

above all, must be mentioned that of Cocquerillat [1968], which examines social and economic relations in the rural environs of Uruk and the methods of cultivating the land belonging to the Eanna temple.

Contracts concerning the training of craftsmen, together with parallel Greco-Roman material, have been examined by San Nicolò [1950a], and questions of the organization of artisan labor are treated in Weisberg's book [1967].

Iranian bureaucratic titles in Babylonian texts, based on an abundance of material, have been studied by Eilers [1940a]. He has also rendered an especially important service in his investigation of the lives of representative individuals among the alien peoples in Babylonia [1940b].

Finally, the vast archaeological material dealing with excavations in Babylon, Uruk, and Ur has been collected and treated in numerous volumes [e.g., UE 9; WVD OG 62].

A SKETCH OF THE POLITICAL AND SOCIO-ECONOMIC HISTORY OF BABYLONIA IN THE SEVENTH TO THE FOURTH CENTURY B C

Political History¹ In the formation of the Neo-Babylonian kingdom and in its succeeding history a decisive role was played by Aramaean tribes of Chaldeans (Kaldu), to whom Babylonia was indebted for its unprecedented economic prosperity in this era. Already in the second half of the ninth century Chaldeans firmly controlled the southern part of Babylonia and began to move gradually to the north [for more detail, see Brinkman 1968]. They had been assimilated into the ancient Babylonian culture and worshipped Marduk, the high god of the Babylonians. At the same time the process of Aramaeanization was taking place in Assyria as well. But there the leading role belonged not to the Chaldeans, but to the northern Aramaeans (Aramu), who worshipped Sin, the god of the moon. Somewhat later, Sin came to be honored among the Assyrians on an equal plane with their native god Aššur.

In 729 BC, the Assyrian king Tiglath-Pileser III seized Babylon, and at this time Babylon lost its independence. In the northern Babylonian cities the priests and bureaucrats became the mainstay of Assyrian rule, and the initiative in the battle for independence passed into the hands of the Chaldeans, who attracted

¹Basic literature for the political history of Babylonia from the seventh through the fourth century is: Landsberger/Bauer 1927:96ff.; Borger 1959, 1965; Wiseman 1956:55ff.; Gadd 1958; Galling 1964:34ff.; Leemans 1945-1948; Lewy 1949; Malamat 1956; Oelsner 1964; Olmstead 1948:120ff.; Röhlrig 1964; Tadmor 1965; D'iakonov 1956a:303ff.; Dandamaev 1976:95ff.

the sympathy of the urban lower classes. This was the reason for the destruction of Babylon by Sennacherib in 703 BC. After the death of Esarhaddon the Assyrian empire was divided into two parts: Ashurbanipal became ruler of Assyria (in 669), while his brother Šamaš-šum-ukin, legally as a vassal king, governed Babylonia (from 668). But in 652 BC, the latter rose in a revolt that was suppressed only after four years. In 629 Ashurbanipal died, leaving power to Sin-šar-iškun, who, in the opinion of R. Borger, bore in Babylonia the throne name Aššur-etil-ilani and was the second-to-last Assyrian king.

In 626 BC, the Chaldean Nabopolassar, the Assyrian governor of southern Babylonia, revolted and at the end of the same year officially assumed the title of Babylonian king, thus founding a new dynasty. After this, a bitter struggle, lasting for years, began between the Assyrians and Nabopolassar's Babylonian adherents. In October of 626 BC, Sin-šar-iškun lost control of Babylon, where for the space of a year there had been no king at all. From 622* to 620 BC, a struggle for control of Uruk took place, ending in the defeat of the Assyrians. The Assyrians defended Nippur for an especially long time, and the inhabitants of that city during the time of the long siege by Nabopolassar's warriors sold their own children into slavery, since they had no means with which to feed them. Apparently the Assyrians abandoned Nippur only in 615 BC. In that same year Nabopolassar carried the war into Assyrian territory, attacking the city of Ashur. The Babylonians were forced to fall back, but in the summer of 614 BC a crushing blow was dealt Assyria by the powerful Median-Scythian coalition headed by Cyaxares. Ashur had already fallen prior to the arrival of the Babylonians, and on its ruins Cyaxares and Nabopolassar concluded a peace treaty. In 612, chiefly through attacks by the Medes and Scythians, the capital of Assyria, Nineveh, also fell. Following this, Cyaxares and the main body of his army

returned home. In 609, the Assyrians under the leadership of Aššur-uballiṭ II continued to offer resistance in Harran, but they were soon driven out into Syria.

The Egyptians, who had only managed to throw off the Assyrian yoke around 655, were now endangered by the increasing strength of the Babylonians and the Medes and entered the war on the Assyrian side. In 608, the Egyptian pharaoh Necho II reached the Euphrates with his troops and there with the aid of his subject states in Syria fought the Babylonians for a period of three years. However, the Assyrian forces had already been utterly defeated, and, in 605, the Babylonians, led by Nebuchadnezzar II, Nabopolassar's son, inflicted a severe defeat on the Egyptians at Carchemish. In 604, the Babylonians seized the greater part of Syria and Palestine, and, in 601, they completed their march to the Egyptian border, but battle brought no victory to either side.

In 597, Nebuchadnezzar took Jerusalem after a long siege, carried away thousands of the inhabitants of that city to Babylonia, and designated a new king of his own choosing for the country. Now all of Syria and Palestine passed under the sway of the Babylonians. In 595, insurrection arose in Babylonia, but Nebuchadnezzar managed to capture the rebel leaders and avert a spreading of the revolt.

Upon the death in 562 BC of Nebuchadnezzar, who had attempted to create a balance of power between the Chaldeans and the northern Aramaeans, a struggle between these basic ethnic groups of the population began in Babylonia. In a space of five years, three kings ruled (Amel-Marduk, Nergal-šar-ušur, and Labaši-Marduk). In May 556, the Aramaean Nabonidus seized power and, as most scholars believe, attempted to unite all of the Aramaean tribes of Western Asia into a single state in preparation for the struggle with the imminent Persian menace. With this goal, Nabonidus patronized the cult of the god Sin and built and

restored his temples both in Babylonia itself and beyond its borders, especially in Harran. Although Nabonidus also worshipped the traditional Babylonian gods, Marduk, Nabu, and Nergal, preference was nevertheless shown to the Sin cult, and the priests and inhabitants of the ancient cities of Babylon, Borsippa, Nippur, Larsa, and Uruk were naturally dissatisfied with this. However, Nabonidus's opponents were not united among themselves, and each temple attempted to push its own gods into the foreground. Having found insufficient support in Babylonia, Nabonidus attempted to strengthen the western part of his state. Conquests in the area of Tema in Arabia occupied him for ten years, leaving his son Bel-šar-usur as vice-regent of Mesopotamia. Although, in the beginning of Nabonidus's reign, the Neo-Babylonian empire encompassed the territories of Mesopotamia, Syria, Palestine, and western Cilicia, by about 546 BC, Cilicia fell into Persian hands. About this time, Babylonia and Egypt were forced, in the face of continuous war with the Persians, to abandon their own rivalry.

In August 539, the Babylonian army at the city of Opis on the Tigris was crushed by Cyrus's forces. Then Cyrus's army took Sippar on the tenth of October without battle and, two days later, Babylon. According to the Cyrus Cylinder his army entered Babylon without battle and freed the inhabitants of the city from the oppression of Nabonidus. Cyrus accused the latter of crimes of impiety and neglect with regard to the gods of his own country. He returned to their former temples the statues of the various gods, which had been taken away to Babylon upon orders from Nabonidus. The people who had been forcibly settled in the Land of the Two Rivers were permitted by Cyrus to return to their own countries. Such policies with respect to conquered peoples and their religions differed sharply from the policies of the Assyrian and Babylonian kings and greatly facilitated the Persian conquest of the countries lying to the west of Mesopotamia.

Having taken Babylonia, Cyrus gave to his rule the appearance of a personal union with the Babylonians, formally maintained the Babylonian kingdom, and in no way altered the social structure of the country. Babylon became one of the royal residences. No large-scale changes occurred in the economic sphere. The majority (and perhaps almost all) of the officials, regardless of the Persian seizure of the country, retained their position in the administrative structure (judges, town governors, etc.). Cyrus attempted to create normal conditions for the economic life of the country, for development of the transit trade, and for preservation of the traditional methods of administration of land. Moreover, Cyrus's authority in Babylonia was not regarded as foreign domination, since he had formally received his authority from the hands of Marduk, fulfilling the ancient sacred ceremonies. Regardless of all this, however, Babylonia was reduced from an independent kingdom to a satrapy of the Persian empire and deprived of its independence in foreign policy, and, in addition, within the country, the highest military and administrative authority lay in the hands of the Persian governor.

In the time of Cambyses' reign no noticeable changes were to be observed in Persian policy with regard to Babylonia. Then, in 522 BC, when Cambyses was in Egypt, his brother Bardia (or, according to the official version, the Magian, Gaumata) seized power in Iran and was soon recognized as king in Babylonia and other countries. In September of that same year, Darius I assassinated Bardia (or Gaumata) and became king. At the same time a revolt broke out in Babylonia led by Nebuchadnezzar III (or, according to the official version, the pretender Nidinti-Bel). Darius I crushed this rebellion in December, but, in August 521, while he was engaged in the suppression of other peoples in the Achaemenid empire, Babylonia revolted a second time under the leadership of Nebuchadnezzar IV (according to the official version, the Armenian or

Urartian Arahū). At the end of November, however, this revolt too was quelled.

In seeking to prevent the realization of these separatist tendencies, Darius I introduced important administrative-financial reforms which permitted the creation of a stable system of state administration and control over the conquered lands, regulated tax collection, and expanded the contingents of the army. Implementation of the reforms took a number of years, and apparently the reorganization and unification of the system of governing the provinces, undertaken about 518, constituted the beginning of this reform. The result of the introduction of these reforms into Babylonia, as well as into other conquered nations of the empire, was the creation of an essentially new administrative system, which remained basically unchanged to the end of Achaemenid rule.

The nature of Darius's administrative reforms can be directly observed in the instance of Babylonia and the areas to the west of it. After the seizure of Babylonia, Cyrus at first retained as governor Nabu-ahhe-bullit, a Babylonian who had occupied this post under Nabonidus. But after four years, in 535, Cyrus made Mesopotamia and Across-the-River (Ebir-nari), i.e., the countries lying to the west of the Euphrates (Phoenicia, Syria, and Palestine), into a single province and named as its governor Gubarū, a Persian, who retained this post for a period of at least ten years, i.e., until 525. Around March of 520 BC, the Persian Uštani became the governor of Mesopotamia and Across-the-River. But this enormous satrapy was soon divided into two. Uštani was appointed governor of Mesopotamia, and the Persian Tattenai became the governor of Across-the-River. He was, however, subordinate to Uštani.

Moreover, under Cyrus and Cambyses the civilian and military administrative functions were united in a single person, namely the satrap. This can be seen, in particular, in documents concerning the activities in

Babylonia and Across-the-River of the satrap Gubaru, who was at once the civilian and the military governor. It was Darius who limited the power of the satrap and created a clear division between the functions of the satraps and the military authorities. The Babylonian satrap, like his counterparts in other countries, was now a civilian official, heading the administration of his area, implementing judicial authority, and keeping an eye on the economy of the country and the receipt of taxes. After the reforms by Darius, the Persians occupied a special position in the machinery of state, and the more important military and civilian duties were concentrated in their hands. The Persians now began to appear even in the provincial institutions of Babylonia, in the capacity of judges.

Extensive political changes in the status of Babylonia occurred in the reign of Xerxes, apparently after 482, when the Babylonians twice revolted under Bel-šimanni and Šamaš-eriba. Babylon was thoroughly ravaged along with its chief temple, Esagila. The statue of the supreme god Marduk was taken to Persia, and the Babylonian kingdom, which up to this time had existed in theory on the basis of the laws of union with the Achaemenid kings, was liquidated. While the Achaemenids had to this time borne in Babylonia the title "King of Babylon, King of the Lands," beginning with Xerxes they called themselves only "King of the Lands." The subsequent history of the Achaemenid empire is characterized by continual revolts of individual satrapies, palace revolutions, and the steady weakening of central authority. In 331 BC, the troops of Alexander the Great captured Babylonia.

Socio-Economic History It is appropriate to begin with the following preliminary observation. In nineteenth-century scholarship the idea was established that the period from the disintegration of the primitive-communal phase right up to recent times was, for the East, characterized by a uniform development or, more accurately, by conservatism and stagnation.

The king was supposed to be the supreme landowner, and those who worked the land were thought, at best, to be holders of the land in tenure. No notable changes in the development of technology and trade nor in the socio-economic structure with its characteristically inalterable despotism were supposed to have taken place. Although such a view can only be explained by the fact that study of the Ancient Orient had hardly begun and that scholars had little reliable material at their disposal for research on Ancient Oriental societies, these profoundly erroneous views, due to the inherent strength of tradition, have proven powerfully influential, in the West as well as in Soviet scholarship (in, for example, Soviet textbooks on the history of the Ancient Orient). If one disregards the details of development characteristic of capitalism with its inherent tendency to continually disturb the bases of production and their renewal, then in the remaining relationships it is hardly possible to distinguish any natural pattern which would distinguish the Orient from the pre-capitalistic countries of the West. Despotism was neither indigenous nor immutable in the East, and it would be hardly possible to discover a universal natural pattern by which one could supposedly characterize the development of the countries of the Ancient Orient, from Egypt to China, as distinct from the ancient states of the West. The countries of the Orient followed a long path of uninterrupted economic, technological, political, and spiritual development. It is still unclear whether there was actually a socio-economic structure common to these lands in antiquity. If such existed, what was it? Was it some society where differing structures existed side by side, with the predominance of particular structures in particular countries at particular periods of time? Or did this same society pass through a number of stages that can be characterized as social structures and which are unknown to us now? To take an example within the

borders of a single country, third-millennium Sumer and first-millennium Babylonia are so different from one another that the question arises: did the economic basis and social structure of Mesopotamia really remain basically unchanged for a space of two millennia? Great changes occurred even in comparison to the Old Babylonian period. They affected the social institutions, language, customs, mode of life, and even formulaic expressions in the documents.

Thus, it must be kept in mind that enormous changes occurred in this period under study. Babylonian society of the sixth century differed appreciably from the society of the previous century, and radical changes in the system of land relations are characteristic of the fifth century. For this reason the seventh to the fourth century BC cannot be regarded as a single period, and terms such as "Neo-Babylonian law" or "Late Babylonian law," which are often used for the period from the eighth to the first century BC, are purely conventional. San Nicolò [1950b:218 n.1] divides the period in question into two on the basis of formulaic expressions in the documents: from the eighth century to the end of the reign of Darius I being the first period, and the second being the time after Darius.

Classes or Estates The class structure of first-millennium Babylonia remains at present little studied [see Klíma 1964a]. The society was made up of citizens with full rights (*mār banī*), slaves, and various groups of the dependent or semifree populace (see ch. IV). Citizens with full rights were members of the city or village assembly (*puḫru*), which had a certain judicial authority in the resolution of family and property matters. However, it is not fully clear at present whether passage from one class or status to another was permitted.

The privileges (exemption from the corvée and the like) of the citizens of the large Babylonian cities, which had been granted in the Kassite period, had

already been altered by the Chaldean kings, although right up to the time of Xerxes citizens retained great influence in the organs of local self-government. It is known, for instance, that Nabonidus, in connection with the dedication of his daughter to be high priestess of the Ekišnugal temple in Ur, exempted this temple from corvée and gave it certain privileges.² This decree of Nabonidus did not extend, however, to all the inhabitants of Ur, but only to a narrow circle of temple officials and priests.

Certain texts contain allusions to social upheavals. In a literary text attesting the introduction of new laws and to be ascribed, in all probability, to the time of Nebuchadnezzar II, it is maintained that people "devoured one another like dogs, the strong robbed the weak,"³ judges accepted bribes and did not defend the poor, those in authority treated cripples and widows badly, money lenders lent money at high rates of interest, and many broke into other people's houses and seized fields which belonged to others. In one of the Harran inscriptions of Nabonidus [Gadd 1958 no.2 i 20] it is said that the inhabitants of Babylon, Borsippa, Nippur, Ur, Uruk, Larsa, and other cities "devoured one another like dogs." Finally, in the Behistun and certain other inscriptions, Darius declares that anarchy reigned in the state, that people slew one another, but that he had pacified all, putting everyone in his place, both rich and poor.

The actual historical events which inspired the inscriptions cited are scarcely known to us. Nebuchadnezzar is possibly alluding to events in

²YOS 1 31: i-li-ki-šu-nu ap-ṭu-ur-ma šu-bar-ra-šu-nu aš-ku-nu; see also UET 1 187.

³CT 44 45 ii 2-3: ki-ma kalbi ikkalu(meš) a-ḫa-meš dan-nu en-šu i-ḫab-bil.

connection with the revolt at the beginning of his reign, and Nabonidus to the resentment toward his policy on the part of inhabitants of the Babylonian cities, who did not, however, form a single camp and carried on an internecine struggle. Finally, Darius apparently had in mind the rebellions which had broken out throughout the empire (including Babylonia) right after he had seized power.

Law Babylonian private law did not change significantly under the Achaemenids, although many public institutions were subject to Iranian influence [Cardascia 1951:5ff.]. However, at the end of the reign of Darius I, reorganizations in the economic structure and in the state administration were accompanied by some changes in the area of private law as well [San Nicolò 1950b:218 n.1].

Judicial authority belonged to the royal judges, the popular assembly of citizens with full rights, and the temple administration.⁴ The court of highest instance was (in any case, from the Neo-Babylonian period on) the king and, under the Achaemenids, the satrap as representative of the king. The centuries-old rivalry between the royal court and the popular assembly had already under the Chaldean kings ended in the defeat of the assembly, and only property disputes and private offenses of a local nature were now subject to its jurisdiction. In those instances when the popular assembly considered a case, the higher temple officials often directed the court proceedings, since the temple was the heart of the community.

The popular assembly functioned also as a court which considered civil and criminal cases, including

⁴On the subject of law in the Neo-Babylonian and Achaemenid period, see: Cuq 1929:353,403-408; San Nicolò 1941:37 n.9, 1945:9, 1947b; Cardascia 1951:20f.; Weidner 1954/1956; Dandamaev 1966:21ff.

matters not directly related to the temples, but the decisions of these courts could be appealed to the royal court. Temple judicial authority frequently extended not only to persons of the temple personnel, but considerably further. These courts were subordinate to the royal courts in the decision of important cases, received various instructions from them, and were obliged to furnish the latter with necessary information. The royal courts passed judgement in the more important cases. In particular, cases dealing with murder usually lay within their jurisdiction, not to mention insurrection and conspiracies. The court was usually a board of five or six persons. Sometimes the composition of the court was mixed, including royal judges and elders from the ranks of the citizens with full rights. In Sippar, the high priest of the Ebabbar temple was the head of the royal court and possessed broad judicial powers. The sale of houses and land holdings often took place in the presence of temple officials, and many fifth-century private legal documents dealing with purchases, sales, rents, and the like were composed in the presence of the royal judges.

Neo-Babylonian law apparently encouraged the formal fixing in writing of transactions between contracting parties. The contracts were drawn up in accordance with a fixed formula in two copies by professional scribes in the presence of witnesses (usually from three to ten or more persons), each party receiving a copy. The documents, beginning with the Neo-Babylonian period, emphasize that the contracting parties voluntarily entered into the transaction.⁵ In contrast to the strict uniformity of the Old Babylonian period, many differing types of formulas, including those in the form of dialogue, appear in the first

⁵ina hūd libbišu.

millennium. The use of formulas of the latter type was particularly widespread in the fifth century BC. Documents dealing with the sale of movable property (slaves, livestock, boats) and immovable property (fields and houses) were composed according to different formulas. The contracts set forth the terms of the transaction and the place and date where the document was written and define the penalty (usually a fine) for possible breaches of the terms of the contract. To the documents are affixed the seals of the witnesses and the contracting parties (the latter usually leave the impression of their fingernails) [San Nicolò 1925b, 1931a:190; Boyer 1939; Petschow 1939, 1965; Rabinowitz 1961:131-135].

Marriage Law Women possessed a certain amount of legal independence. They could own their own property and dispose of it freely (give it, sell it, exchange it, lease it, etc.). After the death of her husband, the widow, even though she may have had no children, was, according to law, apportioned a part of the estate of the deceased. But a woman could not act as a witness of a contract. In those instances when, with her own consent, the alienation or transfer of a woman's property by her husband, her son, or some close relative was concerned, the woman was often present⁶ at the conclusion of the transaction to indicate her (tacit) approval of the transaction. A woman could, however, act as a contractor and in the fifth and fourth centuries BC apparently possessed her own personal seal [in Judea women had seals as early as the seventh and sixth centuries BC; see Avigad 1946:127]. Women are mentioned as officials only in rare instances. The family remained, as in the Old Babylonian period, basically monogamous, and the man who took a second wife usually had to pay a large fine

⁶ ina ašābi.

for the benefit of his first wife, provided she was not childless [about the position of women and marriage law see: Marx 1902; van Praag 1945; Cardascia 1959a].

Agriculture and Land Relations The basic area of production in Babylonia, as in all of the Ancient Orient, was agriculture, which can be characterized in a general way as follows [see Klíma 1967:117ff.; Meissner 1920 BuA I:189-195; Cocquerillat 1968:27ff., 88ff.]. All cultivated land was precisely surveyed, as the cadastral texts show. A considerable part of the land belonged to the temples, members of the royal family, prominent merchants, the military aristocracy, and officials of the royal and temple administration. Small landholders (including artisans) usually had small plots (especially near large cities) ranging from one-third to several hectares. Land was expensive, and for this reason it was more profitable to engage in gardening or horticulture (mainly the cultivation of date palms).

Barley was the most widely cultivated grain, but emmer, wheat, sesame, peas, flax, and others were grown as well. Seed was reckoned at one kur (c. 180 liters) of barley to one kur of land, but probably half of this "seed" was used for feeding the oxen [hypothesis of M. Powell]. A kur of land in the Uruk area was about 12.5 hectares, elsewhere about 13.5 hectares. The harvested barley varied from around 935 liters to about 4050 liters per hectare, with an average of about 1890 liters. The reports of Herodotus (I.193) and Strabo (XVI.1.4) which claim the harvest in Babylonia reached even two hundred to three hundred times the amount of grain seeded are grossly exaggerated. The fields were plowed in the fall with a wooden plow and harvested from the end of April to the end of June. Apart from barley, the major food product was dates. The average yield of one kur of land was about forty-nine kur (c. 8820 liters) of dates. Young palms began to bear in the sixth year after planting.

There was little precipitation, and artificial

irrigation was therefore of great importance. There were many canals in the land which belonged to the government and, in some instances, to temples and private parties as well. For a certain fee, all landowners and tenants could use the water from these canals.

Small landholders usually cultivated their plots themselves, together with members of the family. The temples, the king, and other large landholders leased out either all or most of their land. There were various types of rental. Many aspects of these relationships are still unclear, but two types of payment, *sūtu* and *imittu*, are often mentioned in the texts. The rental arrangement involving *sūtu* implied a payment or share fixed in advance, whereas the *imittu* payment was assessed on the basis of the standing crop. The landowner usually received one-third of the harvest and the tenant two-thirds. The contract usually ran for one year or, if the land was virgin land, for three years. In the case of virgin land the tenant paid nothing to the landowner the first year, the following year only part of the usual payment, and the third year the normal share of the harvest for the area in question. Land was often rented in huge amounts to large renters who in turn divided it into small plots and distributed it among sublessees. Not infrequently two or more persons rented land jointly [for the rent of land see: San Nicolò 1931a:233ff.; Ebeling 1954; Ries 1976]. In addition, hired labor was widely used in agriculture, especially at harvest time.

The cardinal problem in defining the character of Babylonian society is the problem of agrarian relations. This problem can, however, only be resolved after investigation of a sufficiently large quantity of documents. At present these relations have been more thoroughly investigated for sixth-century Uruk and fifth-century Nippur.

As Cocquerillat [1968:35ff.] has shown, the Neo-Assyrian kings regulated land ownership according to

their pleasure. Ashurbanipal took most of the land from the inhabitants of Uruk and gave this land to the Eanna temple. This act led to great agrarian and economic changes, since, although private land ownership continued, the greater part of the lands of Uruk were transferred to the Eanna temple (on the methods of cultivating these lands see ch. IV). Part of the land in the rural environs of Uruk belonged to persons who lived in other cities, whereas the Eanna temple owned *latifundia* in Marad, Sippar, and the Sealand, and several temples of other cities (for example, the Eabbar temple in Sippar) owned land in Uruk. Finally, there existed in the territory of Uruk land from which the income was earmarked for the use of the king.

The redistribution of the land surrounding Uruk cannot, in my opinion, be used to support the view that private land ownership in ancient Mesopotamia was nonexistent. The Assyrian kings disposed of the land in this instance, above all, by right of conquest. As was mentioned above, the widespread view that the supreme ownership of land in the Ancient Orient lay with the king has never been well founded. Let us pause here to examine this question in greater detail.

As far back as the end of the last century Peiser [1890:XVIII] proposed that land in Babylonia theoretically belonged to the gods and that, for that reason, all landowners were supposed to have been required to pay taxes to the temple whose god had the property rights to that land. Similar views were also expressed by Meissner [1920 BuA I:188]. In the opinion of Schwenzner [1924/1925:111], temple land, at least in the sixth century, was regarded as royal land given for the needs of the temple, because all land in Babylonia was the property of the god of a given region and *ipso facto* the property of the god's representative on earth, the king. N.M. Nikol'skii [1948:135] wrote that "for the entire ancient history of the Tigris-Euphrates river valley the individual appears as a landowner

provisionally and conditionally, as a member of a collective, but never as a private owner of land.⁷ Ebeling [1957] maintained that, in Mesopotamia, from the early periods of Sumerian history right up to and including the Neo-Babylonian period, land was considered royal property. Finally, in the opinion of several scholars [e.g., Frye 1962:112; cf. Cardascia 1951:196; Eilers 1955b:272 n.1], under the Achaemenids the king was theoretically considered the owner of all land.

On the other hand, I.M. D'iakonov [1967] has argued that the king in ancient Babylonia was not the owner of all land, and, among western scholars, San Nicolò observed long ago [1931a:232 n.1] that in Mesopotamia, at least from the middle of the third millennium, to judge from the sources, land was not considered to be the property of the king and that, although for the earlier periods the same situation could not be excluded, it was not yet proven. Gelb [1963:325], in reviewing the article by Ebeling [1957], postulated that, beginning with the Sumerian period, there was no idea in Mesopotamia that the king held property rights to the entire land. Thus, there is no basis for maintaining that in ancient Mesopotamia the king was the ultimate owner of the land.

As Cardascia [1954:110f., 1959b] has shown, the Babylonians did not create an abstract concept of property. Instead of defining property as the rights to control, use, and dispose of, as done later by Roman lawyers, they had a single concept of authority over either objects or persons. However, in essence, this does not change matters at all, and, at least in the Neo-Babylonian and Achaemenid period, land in most instances was to be found both theoretically and practically in the possession of those who cultivated it, unless they were tenants or military colonists settled on the land by the king. For this reason, it is clear that even the theory itself of supreme ownership of land did not exist in this period. In any

case, the land was freely sold, mortgaged, given, and so on, without the consent of the king, as hundreds of documents indicate.⁷

Concomitant, however, with the conquest of new regions by the Persians, part of the land was taken away from the indigenous population and, apparently, the most fertile land at that. But, in all these instances, the king probably, above all, took land belonging to the conquered kings and the nobles close to them, as was usual in those cases when the populace did not voluntarily surrender to the Persians. The Achaemenids distributed this expropriated land in large tracts as sovereign and hereditary property to members of the royal family, members of the Persian aristocracy, prominent officials, and others. These landed properties were exempted from paying state taxes. Finally, a portion of the land was in the direct possession of the king (see ch. III).

Under the Achaemenids a system of land tenure was widely employed in Babylonia in which the king settled his soldiers upon the land. They in turn worked their assigned allotments collectively in groups, served their time in military service, and paid a fixed monetary and in-kind tax. There were similar allotments called allotments of the bow, horse, chariot, and so

⁷ See, e.g., on the sale of land: Nbn 116,133, 178,193,203,293,356,359,477,580,687,964,1031,1102,1111; Dar 152,194,227,287,302,393,465,466,469,488. Evidently in Egypt the picture was somewhat different from that in Babylonia. In Egypt, all land was considered to be owned theoretically by the crown [see San Nicolò 1931a:232 n.1]. However, in the Saïte and Achaemenid periods in Egypt, there existed plots of land which could be alienated to private persons without the permission of the king [see Seidl 1968:52; cf. Gyles 1959:82].

on, because the landholders were supposed to fulfill their military service as archers, cavalrymen, or charioteers [Ebeling 1952; Cardascia 1958a; Dandamaev 1967].

At the beginning of Persian rule the economic position of the holders of such allotments was stable: because military conquest continued, the kings took care of their soldiers. When the holders of the allotments were at war, their land was cultivated by members of their family. In those instances when the government did not need these people as soldiers, they had to pay taxes. But gradually the substitution of payment of taxes for military duty became customary. Monetary taxes had an especially negative effect on the household economies of the rank and file soldiers, because for them payment necessitated resorting to the aid of money lenders. Naturally, the mortgaging of allotments was necessary, and not infrequently the landholders found themselves in no position to redeem their allotments. It is true that the alienation of these allotments was not permitted, and the creditor could take only the harvest as the equivalent of the debt and not the mortgaged land, which was inherited through the male line and in the absence of heirs returned to the state. However, many colonists were burdened with debts, and sometimes the creditors became the real owners of the mortgaged allotments under the guise of adoption. In addition, the allotments could be rented out, with the stipulation that the landholder continue to perform his military service.

Government officials of the lower ranks also received land allotments for their use. They paid state taxes, but the allotments themselves could be transferred through inheritance only by a decree from the royal administration.

Handicrafts The texts mention masons, weavers, blacksmiths, coppersmiths, carpenters, builders, jewelers, launderers, bakers, brewers, and others. In most cases artisans made contracts with customers for

the production of various articles, either from their own raw materials or, for a fixed fee and not infrequently for food, from materials provided by the customer (for more details see below ch. I:279ff. and ch. II:512ff.).

Taxes The question of state taxes in the seventh and sixth centuries BC remains at present completely uninvestigated. Babylonia was one of the wealthiest satrapies of the Achaemenid empire. From the time of the reforms by Darius I, it paid one thousand talents of silver annually in taxes. Since Babylonia did not have its own mines, its inhabitants, in the end, had to acquire silver from other lands, selling agricultural and handicraft products. Apparently, a tenth of the income was paid in taxes to the king.

The methods of collection of the state taxes are best known from documents of the business house of Murašu. Taxes were paid in silver and in kind (barley, flour, livestock, beer, and other items). Cardascia mentions the following theoretical and practical variants of tax payments [see Cardascia 1951:189-198]:

1. The landowner himself paid the taxes and did not turn for assistance to the house of Murašu. This hypothesis is now confirmed by a document [Joannès 2] recording that, in Nippur in 428 BC, a certain Ninurta-aḫḫe-bullit paid thirteen and one-eighth shekels of silver directly to two tax collectors (dēkū) as his state taxes (ilku).

2. In those instances when the landowner needed money for tax payments, he requested the house of Murašu to pay the taxes due. The house of Murašu paid the appropriate tax, and the debtor gave the former a promissory note for the sum paid.

3. The landowner who had a current account (to use modern terms) in the bank of Murašu ordered his banker to pay his tax for him.

4. In those cases when land was placed at the disposal of the house of Murašu as security for a loan,

the house of Murašu paid the tax for the owner of the land, and the debtor subsequently paid off his loan.

5. But, if the land was rented to the house of Murašu, the house paid the tax in addition to paying the rent to the landowner.

6. If the allotment was mortgaged or rented to a party other than the house of Murašu, the payment of taxes could be analogous to points four and five.

Contrary to the opinions of certain scholars, the house of Murašu did not fulfill the function of a state tax-farmer, but paid these taxes at the request of the taxpayers themselves and paid them, moreover, not directly to the state treasury but to the heads of certain districts where the taxpayer owned land. These persons in turn conveyed these taxes to the treasury.

Taxes attested for different years from the same allotments remain essentially the same. The amount of the taxes, which had been established under Darius I, remained unchanged to the end of the Achaemenid empire despite significant economic changes in the country.

The Status of Temples Temples were large land and slave owners. They engaged in money-lending operations and trade. The structure of temple administration is best known from evidence coming from the archive of the Eanna temple in Uruk. As San Nicolò [1941:24ff.] has shown, a council of priests (*ērib bītāti, kiništu ša Eanna*) governed the temple. The highest administrative board was made up of the royal governor of Uruk (*šākin tēmi ša Uruk*), the head of the temple's administrative council (*qīpu*), the manager of the temple estate (*šatammu*), and the scribe (*ṭupšarru*). Thus, their function was administrative and not cultic in character [for more details, see Saggs 1959].

As far back as 553 BC, in the reign of Nabonidus, the authority of the state over the temple was growing stronger. The royal representative and commissioner (*rēš šarri bēl piqitti*) was introduced into the administrative staff, as well as the manager of the royal fisc (*ša muḫḫi quppi ša šarri*), who appears in

the role of state financial agent in the temple. Documents from the time of Cambyses often mention "the king's scribe appointed to Eanna," who audited the temple accounts.

Beginning with the time of Nabonidus most temple affairs were decided jointly by three persons: the head of the temple's governing administrative council, his deputy, and the royal representative. For this reason they are designated as "trustees" (*qīpāni*). A council of the trustees of the temple and of representatives of the citizens having full rights resolved the more important issues.

A more or less analogous administrative structure was characteristic of such major sanctuaries as Esagila, temple of the supreme state deity in Babylon; Ebabbar, temple of the sun god Šamaš in Sippar; Ezida, temple of the god Nabu in Borsippa; and others.

The major source of temple revenue consisted of various kinds of taxes, the most important being the tithe. In most instances it was brought in the form of barley and dates, but not infrequently in silver, emmer, sesame, wool, clothing, small and large cattle, fowl, fish, metal wares, and other items as well.

Tithes corresponded to approximately one-tenth of the taxpayer's income. Apparently all the inhabitants of the country paid tithes from their incomes, each to the temple near which he held land or some other source of income. Farmers, herders, gardeners, and bakers, as well as various officials, were liable to the tithe. Artisans were also obliged to pay a tithe from products of their manufacture. The remaining inhabitants paid tithes from their gardens and fields, from the increase of their stock, from sheep, wool, from rented plots of land, and from other sources of income.

Significant changes in temple policy took place in Babylonia in the Achaemenid period. Even though the Chaldean kings and members of their family had paid the temples annual tithes in gold, silver, livestock, and other commodities, the Achaemenids themselves ceased

paying it, although they retained the tithe as an obligatory tax for their subjects [for more detail see Dandamaev 1965]. Furthermore, the kings of the Chaldean dynasty had rarely interfered in temple affairs, and the temple contribution to the state revenue was still insignificant, whereas the temples themselves received gifts of land, slaves, and other items from the kings. But already under the last Chaldean king, Nabonidus, whose activities were associated with great religious reforms, a special "cashbox of the king" was created in the temples, to which a fixed portion of the temple income was allotted.

After the Persian seizure of Babylonia, Cyrus did not change Nabonidus's reforms, which were directed at the limitation of temple property. On the contrary, under the Achaemenids the Babylonian temples were obliged to pay considerable in-kind taxes of sheep and cattle, barley, sesame, dates, wine, beer, oil, spices, wool, and other items to the government, as well as to supply the provisions of government officials (the district heads, scribes, and others), and to furnish feed for the livestock that belonged to the king. Furthermore, the temples performed state duties by sending their slaves (agricultural workers, herders, gardeners and horticulturists, carpenters, and other workers) to work on the palace estate in Babylon and other cities. In particular, temple slaves tended the royal livestock, fed and sheared them, and so on.

Royal commissioners and fiscal agents saw to the prompt and exact payments of state taxes and performance of duties by the temples. The supervision of temple property was also transferred to the hands of royal officials, who often arranged inspections of this property. Furthermore, royal officials regularly checked the work of the temple slaves who had been sent for carrying out governmental duties [see San Nicolò 1949b; Dandamaev 1966].

Money Under both the Chaldean and the

Achaemenid kings, payment in the Babylonian domestic trade was made in silver bullion in the form of bars, rods, wires, and other forms rather than in minted coinage [see Eilers 1957a]. These bars contained varying parts of alloy. The texts most frequently mention silver with one-eighth part admixture (kaspu ša ina ištēn šiqli bitqa, literally "silver of which there is a bitquin in one shekel"), as well as "white silver" (kaspu pešū) and "refined silver" (kaspu qalū). Far more rarely is mentioned silver with an admixture of one-fifth, one-tenth, or one-twelfth part [see Pognon 1917:392-394, 1921:33-35]. Silver may have sometimes been stamped with a mark indicating a standard quality (ginnu), but, in any case, it was weighed each time that it was used as payment. Gold was a commodity and was not used as money. The ratio of gold to silver was approximately one to thirteen and one-third.

The first coinage was minted around 640-630 BC in Lydia [Robinson 1956], and, after 517, Darius I instituted for his entire empire a single monetary unit of coinage, which formed the basis of the Achaemenid monetary system - the gold daric of about 8.4 grams. Silver shekels of about 5.6 grams having a value of one-twentieth daric served as the common means of exchange. Smaller copper coins existed as well. Until the conquest by Alexander the Great, however, coins were hardly used in the countries lying outside Asia Minor and the Phoenician-Palestinian world. In those cases where coined money came into circulation in Babylonia, it was accepted by weight just like uncoined metal.

In Babylonia, apparently, private persons also had the right to manufacture bars of silver in a fixed form. The temples and palace had worked out a definite system for meeting the large amount of taxes, voluntary gifts, and other revenues, and this system was adopted by the state administration of the Achaemenids. Taxes were paid in silver of rather poor quality. In order to achieve the necessary uniformity, the silver was

sent to temple and state workshops for refining and melting down into ingots of standard weight and quality, after which these ingots were kept in treasuries [Oppenheim 1947].

After the reforms of Darius, precious metal that belonged to the state was subject to minting only at the discretion of the king, and the larger part of it remained unminted. Thus, money coming in as state taxes found its way into the royal treasury, withdrawn from circulation for many decades. For this reason there was insufficient silver for trade in Babylonia, which was severely hindered in the development of its money-commodity relations, since it was forced to resort to barter [cf. Cardascia 1951:3].

Trade In the Neo-Babylonian and Achaemenid periods, trade remained to a large extent in the hands of professional merchants (*tamkāru*). Mentions of dealers in dates, livestock, and other commodities show the specialization which existed in trade. Some merchants conducted trade with other countries. Some, in particular, exported alum from Egypt and sold it in Babylonia. Other merchants were engaged in the domestic trade, buying and selling slaves, livestock, barley, dates, fish, fruit, gold, and other wares.

Great changes in the economic life of the country significantly affected the merchant's role in Babylonian society of the first millennium. Not only professional merchants and their agents, but also any private individual could engage in trade. This is particularly characteristic of Babylonian domestic trade, for which we possess a great abundance of information. Trade between different parts of the country became more vigorous and was carried out chiefly along the rivers by boat. Commercial companies, in which two or more persons conducting business together divided among themselves profits and losses, were of great importance in trade [for more details see Szlechter 1947:71ff.].

The predominance of powerful business houses which

owned large tracts of land, dozens of slaves, and numerous houses located in various cities was characteristic of the economy of Babylonia from the seventh through the fifth century BC. The oldest of these business houses was the house of Egibi [see Weingart 1939; Ungnad 1941a; Bogaert 1966:105ff., 128ff.; Krecher 1970]. It was already functioning prior to the Persian conquest (the earliest reference to this house is dated to 715 BC; it is regularly mentioned in documents dating between 690 and 480 BC) and continued its activities in the reigns of Cyrus, Cambyses, and Darius I, selling, buying, and exchanging houses, fields, slaves, and other things. Besides these activities the house of Egibi engaged in professional banking operations. In particular, it was a creditor who received money on deposit, gave and received promissory notes, paid the debts of its clients, and financed and founded commercial companies. But the members of the house of Egibi, as well as the other Babylonian business houses, did not use the amounts entrusted to them on deposit as a means of credit, but worked with their own means. The depositors of the house of Egibi were members of the court or persons who were connected with the Egibi house through business interests. Both in the Chaldean and the Achaemenid periods certain members of the house of Egibi were in the king's service.

The house of Egibi played an important role not only in internal trade but in foreign trade as well, especially in the Achaemenid period when the relatively peaceful conditions that came about in the entire Orient in the last two decades of the sixth century, the flourishing of the economy, the good sea routes, the exemplary maintenance of the old caravan routes and opening of new ones, the increased use of money in some countries, as well as the lively contacts between different peoples made possible the development of international trade to a degree unknown before this period [for international trade in Babylonia of the

seventh to the fourth century BC, see Albright 1950b; Cavignac 1956; Delbrueck 1955/1956; Lambert 1964; Oppenheim 1967, 1970]. Variation in the natural environment and in the climatic conditions of the countries which made up the Achaemenid empire was also of great importance for the development of trade. Babylonian trade became particularly lively with Egypt, Syria, Elam, and Asia Minor, where Babylonian merchants purchased iron, copper, tin, gold, silver, timber, wine, fruit, and other products. Babylonia, along with Egypt, supplied grain to the countries of the Achaemenid empire, in any case to Elam. In addition, Babylonian cities were major centers for the manufacture of woolen garments, for which there was a large demand in Elam.

The above-mentioned house of Murašu engaged in trade and money-lending operations in southern and central Babylonia in the fifth century BC (three generations of this house are attested in the documents). The nature of its activities was conditioned by the changes introduced by the Persians into property policies in Babylonia [see Cardascia 1951:195ff.]. The land was divided into allotments and distributed to Persian nobles and to collectives of soldiers and officials who were not farmers themselves and thus turned their land over to other persons to cultivate. The house of Murašu rented these allotments and paid a rent payment to their owners as well as the appropriate state taxes to the treasury. However, this land was rarely cultivated by slaves of the house of Murašu. It was usually let to a sublessee, who was supplied with draft animals, seed, tools, and water for irrigation. In other words, the house of Murašu was mainly an institution of agricultural credit and administered the allotted lands in the capacity of an intermediary between the landowners and the agricultural laborers. In the course of the year 423/422 alone, the Murašu income, in dates alone, was about twenty thousand kur (c. 3,600,000 liters) or

twenty thousand shekels (c. 168 kilograms) of silver.

As do modern bankers, the house of Murašu functioned with the aid of other people's resources. There are, however, certain differences between them. While a major, if not the primary, source of capital for modern banks consists of many small funds of cash resources, the capital of the house of Murašu consisted primarily of real estate, and whereas banks increase their capital by investing in commercial and industrial enterprises, the house of Murašu did this by renting large tracts of land and subleasing these in the form of small plots. Unlike the house of Egibi, which invested capital in commercial companies, the house of Murašu played no role in international trade. However, the house of Murašu did sell the farm products which they received (dates, barley, and others) within the country and paid the state taxes in silver. Thus, the house of Murašu was simultaneously a banker, land manager, and commercial enterprise.

The activities of the house of Murašu had a ruinous effect upon the economy of the country and thus led to the bankruptcy of the landowners. Although the house of Murašu loaned money to the landowners initially, after a few decades it began more and more to take the landowners' place, and the land began to concentrate in its hands.

Prices In the sixth century the prices for basic consumer goods were, on an average, at the following level: one kur (c. 180 liters) of barley or dates cost one shekel (c. 8.4 grams) of silver, one kur of sesame - ten shekels, one talent of salt - one shekel, one mina of wool - one-half shekel. Oxen cost about forty shekels, sheep - two shekels, asses - thirty shekels. Although metal was an imported article, it was relatively inexpensive. For example, ten talents of copper imported from Cyprus sold for three minas twenty shekels, thirty-seven minas of tin for fifty-five and a half shekels, three talents fifty-three minas of Egyptian alum for one mina seventeen and

two-thirds shekels. But the price of timber, as before, was high. A boat cost one mina or more, a house from two to five minas. The average annual rate for a house was about twelve shekels [for more details about prices see Dubberstein 1939; Meissner 1936].

In the Neo-Babylonian period prices gradually rose, as they had risen for the course of many centuries. After the Persian conquest of Babylonia, sudden changes did not take place in the economic life of the country. The prices for a variety of commodities and foodstuffs initially remained at their former level in the beginning, but toward the end of the Achaemenid period they had risen approximately one and one-half times. Such a gradual rise of prices is characteristic of Babylonia for the entire course of its history and, contrary to the current conception of the situation, does not, in and of itself, in any way indicate an economic collapse or a lowering of the standard of living, since it is to be connected, in particular, with an increase in the amount of silver circulating as money. One must not lose sight of the fact, as is all too frequently done, that, along with the rise of prices, wages also grew to a corresponding or slightly greater extent. However, it may be that the expansion of the administrative staff influenced the growth of prices under the Achaemenids.

Administrative Structure This question has not been examined in any of the scholarly literature to date, and here it is only possible to note its more general features.

The administrative district was called *piḫātu*, and its head was the *bēl piḫāti* or simply *piḫātu* (under the Achaemenids he was also the satrap of the whole country). The terms *šaknu ša māti* or *paqudu ša māti* are also attested for governors. The heads of towns were called *šākin tēmi*, and the leaders of different professional or ethnic groups were called *šaknu*.

The palace administration was under the direction of the "head of the palace" (*rab ekalli*) and included a

large number of court officials and messengers (*mār šipri ša šarri*). Members of the royal family and many Iranian nobles, who owned extensive lands in Mesopotamia, had their own judicial-administrative apparatus.

After the Persian conquest of Babylonia, local administrative traditions were not interrupted, but gradually (especially in the fifth century BC) significant changes took place both in the government itself and in the terms used to designate officials. In particular, many derivatives from Iranian terms appeared, as Eilers [1940:5ff.] has shown. The satrap was closely connected with the central machinery of state and was under the constant control of the king and his officials, especially the secret service. The satrap's office was an exact duplicate of the royal chancellery in Susa. Under the supervision of the satrap were many officials and scribes, including the head of the chancellery (*bēl tēmi*), the head of the treasury (*ganzabāra*), heralds (**azdakara*), tax collectors (*rab miksi*), accountants (*ḥamāarakara*), judicial inspectors (**frāsaka*), scribes, and others. Apparently, the state chancellery conducted business in Aramaic already under the Chaldean kings.

Officials of the state apparatus received their salaries from the king in unminted silver, and many ranks were also given allowances in kind (*kurummatu*: grain, dates, oil, wool, and other items). Such practices are also attested in contemporary documents from Egypt and from Persia itself. It is possible that officials in the satrapies of Asia Minor were paid in minted silver. In any case, mercenaries in Asia Minor during the fifth and fourth centuries BC received their salaries in gold, silver, and copper coins.

Ethnic Relations As far back as under the Chaldean kings, Babylonia was inundated with Aramaean tribes, who lived side by side with the old local population. About ten thousand Jews, as well as groups of other peoples (for example, Cilicians), were

deported to Babylonia. After the Persian conquest of Mesopotamia in 539 BC, this fertile land became accessible for immigration. Moreover, military colonies of different peoples were created in Babylonia, as well as in other satrapies. For this reason Lydians, Phrygians, Carians, Cilicians, Egyptians, Jews, Persians, Medes, Sacae, and others began to settle in the country. For example, of all the proper names in the documents from the archives of the house of Murašu in Nippur about one-third were non-Babylonian.

In a number of instances foreigners were located in a specific quarter and had their own popular assembly and governmental organs. For example, there was a quarter in Babylon occupied by Egyptians, and in Nippur and its environs each ethnic group was allotted a particular territory. But in most cases the foreign settlers lived side by side with the native populace, entered into various business transactions with one another, concluded mixed marriages, and so on.

I. SLAVERY IN PRIVATE HOUSEHOLDS

Definition of Slavery

What is slavery? How is the status of a slave to be characterized? At first glance these questions may seem trivial. However, scholars (including Soviet scholars) frequently give very different answers to these questions. The reasons for this are the following. The institution of slavery probably came into existence at the end of the fourth millennium, but as late as the first half of the last century production in the American South was still based to a considerable extent on slave labor, and even at the present time slavery still exists in its true form in certain countries. It is completely natural that slavery developed along different lines in different countries, depending on concrete historical conditions, and that its forms changed in one and the same country. In addition, the actual position of slaves varied greatly in a single society in the same historical period. Some slaves were subjected to cruel forms of exploitation, while others found themselves in relatively good circumstances.

Historians often differ among themselves over the definition of a slave to such an extent that it is usually considered necessary to inform the reader what persons they have in mind under that term. For the last few decades Western students of slavery in Classical Antiquity have come to refer more and more often to an "Oriental" slavery, seeing in this something completely different from Greco-Roman slavery in its heyday. Before examining these views, it would be advisable to acquaint ourselves with the statements of Orientalists whose works have suggested to

specialists in Classical Antiquity the opposition "Oriental" vs. "Classical" slavery.

In the opinion of Mendelsohn [1949:122], a slave was usually of the same "race," color of skin, and religion and spoke the same language as his master. An enormous number of slaves is supposed to have been formerly free persons. The Near Eastern system of slavery is supposed to have differed from the Roman and American systems in the following ways: 1) slavery in the Near East was chiefly the result of poverty; 2) in addition, a slave lived and worked side by side with his master. For this reason, the transition from free status to slave status and the reverse process would have been common phenomena: a man could be sold into slavery one day and be freed on the next and all ties with his former master would have been lost as a consequence of this process.

Driver and Miles [BabL I:223] believed that the concept of slavery held by Roman jurists and preserved to the present day was completely alien to Babylonian and biblical law and that, for this reason, we should not permit our habitual ideas of slavery to influence our examination of the position of slaves in Babylonia. In the opinion of these authors, a slave in Babylonia, in contrast to Roman society in the period of the wars of conquest, was not considered an object, but preserved his identity and had a family, and his master did not have the power of life or death over him.

Eilers [1940a:12f.,91] argued that high-ranking officials in the Achaemenid empire had the power of life and death over inhabitants who were subordinate to them; for example, all the subjects of a satrap's province were considered his slaves, and the satrap in his turn was considered the slave of the king.

In developing the views of Eilers, Cardascia [1951:12-14] wrote that in the Orient people did not create a legal concept of slavery and that the Oriental master (be he Semite or Aryan) had an absolute power of life and death over his dependents. In the Orient, a

slave was a person in all periods, including the Old Babylonian, Kassite, Neo-Babylonian, and Achaemenid periods; and in the Neo-Assyrian period a slave could own land, other slaves, etc. Iranian society was hierarchical, and a person of any rank on the ladder of service was considered the slave of the one standing above him. In Cardascia's opinion, it is only by Roman logic that a slave, inasmuch as he was regarded as an object, could not be a legal person. For this reason the concept of ardu ("slave") embraced both the rich and powerful "vassal" of some nobleman and the "proletarian" engaged in slave labor.

The well-known specialist on ancient Greece, Finley [1964:248f.], considered erroneous the usual view that in Ancient Oriental slavery the slave has no freedom and no personal rights. In his opinion, one status imperceptibly passed into another in the countries of the Ancient Orient and in the early historical periods of Greece and Rome, and for this reason it is pointless to ask where to draw a line of demarcation between free and slave. For Greece and Rome the traditional division into free persons and slaves is convenient, but, if one is to attempt to understand slavery in other countries, one must get out of the habit of placing them in opposition to each other. Finley also has argued [1964:236f.] that, for the greater part of humanity, unlike the Greeks in the age of Pericles and the Romans in the Ciceronian period, "freedom" was a concept which had no significance (for example, he wrote, there was not even a word to designate "freedom" in China). And, after the appearance of the concepts of "slavery" and "freedom," many social groups remained which could not be called free or slave and were intermediate in status between them.

Westermann [1955:43,45] noted that there were not even exact terms for slaves in the Oriental languages and referred to the biblical term ^cbd, which designates

both genuine slaves and dependent persons or servants of the king.

As is generally known, up to the end of the 1920s Soviet Orientalists considered the prevalence of feudalism to have been characteristic of the entire five millennia of the history of the Orient. In the years 1931-1934, a number of debates on the subject of socio-economic relations in the Ancient Orient was held in Leningrad. The participants in these discussions were apparently sincerely convinced that it was necessary to correctly interpret the views of the founders of Marxism-Leninism on the socio-economic development of the countries of the Ancient Orient and that the nature of the socio-economic structures of these countries would then be clear. To judge from the materials published from these discussions, few considered it necessary to ascertain the nature of those sources which Karl Marx used or to establish which of Marx's views belonged to him personally and which he took from his predecessors and contemporaries.

V.V. Struve, in his paper at the 1934 debate, referring to statements of K. Marx, F. Engels, and V.I. Lenin, argued that Ancient Oriental societies were slaveholding societies. After prolonged controversy, this concept became the dominant one in Soviet science, and it appeared that the socio-economic structure of the lands of the Ancient Orient was no longer enigmatic. In 1940, the editorial article of the journal *Vestnik Drevnei Istorii* devoted to the publication of K. Marx's work *Forms of Production Preceding Capitalism* maintained that "once and for all an end is put to the attempts of some historians to discover a special 'Asiatic' socio-economic structure in the works of Marx" [VDI 1940/I:3].

But, notwithstanding this categorical assertion, latent controversy continued for more than two decades. For example, A.I. Tiumentev, who to all outward appearances accepted the theory worked out by V.V. Struve on the slaveholding mode of production in the

Ancient Orient, remained in essence a proponent of the Asiatic mode of production, described by Marx as mass slavery. Although, in the opinion of A.I. Tiumentev, the subjects of the lands of the Ancient Orient were free persons and not slaves at all in the "Classical" sense of the word, they were in a state of enslavement under a "despot."

In 1964 open debate about the nature of social structure in the Ancient Orient resumed in several countries. The debate was begun almost simultaneously by French, Italian, Hungarian, Soviet, and Czech Marxist historians. Many of the persons taking part in the discussion of this question believed that Marx's views on the nature of Ancient Oriental societies were not correctly understood or were misrepresented and that it was Marx's opinion that the Asiatic mode of production and not the slaveholding mode was characteristic of the Ancient Orient [see K. Marx, *Critique of Political Economy* - K. Marx and F. Engels, Works, 2nd edition, Vol. 13, p. 7]. At the same time, articles with reference to the founders of Marxism-Leninism contending that feudalism and not slavery was the primary path of development in Ancient Oriental societies were being published in the pages of Soviet scholarly journals like *Voprosy Istorii* [see, e.g., VI 1966/V:77-90; 1966/XI:65-80].

It is not possible to consider in detail here the results of the debates just mentioned. But it must be noted that many of the participants in these debates approached the problem of the nature of socio-economic relations in the Ancient Orient without adducing evidence and without any preliminary study of the vast archival material. For this reason, it is appropriate to recall the following words of V.I. Lenin: "Endlessly diverse combinations of this or that type of capitalistic evolution are, of course, possible, but only hopeless pedants would resolve the unique and complicated problems arising in the process by means of only citations from this or that opinion of Marx on

another historical age" [V.I. Lenin, *The Development of Capitalism in Russia - Complete Works*, Vol. 3, p. 16].

According to the definition accepted in Soviet scholarship, a slave is a person deprived of the means of production who works under extra-economic coercion and is merely a thing belonging to his master. These features are pertinent to the characterization of the status of "Classical" slaves, but the last of these features is often neglected in the study of Ancient Oriental societies; i.e., it is thought that a person did not necessarily have to be a thing to be a slave, if extra-economic coercion and a deprivation of the means of production were present. It was thus, for example, that V.V. Struve treated the matter in his fundamental works examining Sumerian society, where he considered the *guruš* to be slaves, and, in like fashion, he numbered the day laborers in Hellenistic Egypt among the slaves. However, such an approach, in essence an expanded and transformed definition of the slave, called forth objections on the part of many scholars. I.M. D'iakonov and A.I. Tiunenev saw in the *guruš* legally free workers, and Gelb [1967:7] considers them to be "semi-free people." In the opinion of K.K. Zel'in [1969:37f.], there is also no reason to consider the day laborers of Egypt in the Hellenistic period to be slaves. The same opinion has also been expressed orally by Iu.Ia. Perepelkin many times.

Among numerous studies of Soviet historians devoted to the problems of slavery, K.K. Zel'in's theoretical essay [1969] on the morphological features of slavery seems to me to be particularly valuable with respect to methodology. For this reason, it would be appropriate to examine here the basic conclusions derived from his study.

K.K. Zel'in notes that an "unusual abundance and variety of forms of socio-economic relations" was characteristic of antiquity and that slavery was only one form of personal dependence and extra-economic coercion [1969:6f.,23]. "In antiquity a slave could in

certain cases find himself in the same or even better circumstances than a free man.¹ And, on the contrary, a man could be legally free and at the same time in a state of severe dependence, subject to coercion and oppression" [1969:23]. "A dependent person could find himself in a state of complete enslavement to . . . the master (individual or collective), all means of physical coercion could be used against him, but in spite of this he would not be a slave . . ." [1969:43]. "The dependence could be permanent, passed down from generation to generation, traditional, or of a temporary nature" [1969:43]. The author notes that some historians "mechanically combine slaves in the legal sense of the word with persons who are free but deprived of the means of production and subject to coercion, although the substance of these two concepts is different" [1969:28]. In the opinion of K.K. Zel'in, "The definition of a slave encountered in Soviet historiography - a slave is a person deprived of the means of production and subject to extra-economic coercion - is incorrect, because a slave frequently possessed the means of production and a person whose status was characterized by the features mentioned in the definition quoted above might not be a slave at all" [1969:61]. The author also explains that he has in mind under slaves "persons belonging to the class of slaves, i.e., recognized as such by enforced law, the property of other persons, of collectives, or even of a 'deity,' but not necessarily an article of commerce, not necessarily deprived of the means of production or

¹Cf. Gelb 1967:5. In their humble position slaves were not the social equal of free persons, but economically speaking they could be wealthy, and politically they could be powerful. With regard to this last point, however, we have no evidence at all from the Neo-Babylonian period.

even legal capacities, not necessarily persons oppressed in a cruel way" [1969:29].

K.K. Zel'in distinguishes slaves in the Classical sense as a special group of persons, who were recognized as slaves by law, deprived of the means of production, and subject to extra-economic coercion [1969:26f.]. In the part of his work where he examines the society of Hellenistic Egypt, the author comes to the following conclusions: "The slave enjoys a certain (limited) legal capacity; although he is the property of another person, he is at the same time not only the object, but also the subject of rights; he can bring an action against a free person, possess movable property, conclude various types of transactions for his master, marry a free woman, belong to one of the numerous unions. . . . Slaves, just like free persons, take part in liturgies" [1969:67]. "Slaves are only one of the numerous categories of the dependent population and, moreover, they are not in the worst of circumstances" [1969:117].

It seems to me that the quotations from K.K. Zel'in's work absolutely correctly reflect the status of slaves, and we shall return again to the basic conclusions of the author. But first it is necessary to examine the statements pertaining to first-millennium Babylonia made by those scholars (Western and Soviet) who believe that mass enslavement existed in the Ancient Orient, unlike Classical society, and that there was for this reason no class (or estate) of free persons. This thesis is true only in the sense that in most lands of the Ancient Orient, including Babylonia, a king's subjects were considered his slaves (and similarly, the kings themselves were considered the slaves of the gods). So, for example, in the eighteenth century BC, Hammurapi could call any citizen of the state his slave, and more than a thousand years later under the Achaemenids the highest ranking officials were considered slaves of the king. In the Behistun inscription, Darius calls the satraps

Dadaršiš, Vivana, and others his slaves. Herodotus maintains [VII.135; cf. Euripides *Helen*:276; Xenophon *Hellenika* VI.1.12] that the Persians could not appreciate freedom, because they did not know what it was. All the subjects of the Persian king were slaves of the king, continues Herodotus, with the exception of Otanes. According to Xenophon [*Anabasis* II.5.38], even Cyrus the Younger, King Artaxerxes II's own brother, was considered the slave of the latter, and Plutarch [*Agesilaus* 12] also calls the satrap Pharnabazus a slave.

If one looked at the Ancient Orient through Greek and Roman eyes, it would be possible to concur with the view that universal slavery existed there. However, such a point of view is scarcely adequate to give an understanding of the social structure of the society. Hammurapi or Darius might consider any one of his subjects a slave, but if one takes as one's point of departure the fact that the social terminology in the Ancient Orient (in contrast to, let us say, Athens in the fifth century BC) remained vague and inexplicitly formulated, to all intents and purposes the king's subjects were not actually slaves. On the contrary, they were contrasted with the latter in the collections of laws, and, in economic relations of the second to the first millennium, they do not carry out any slave labor whatsoever on the estates of the kings, of the temples, or of high-ranking officials. Their services were enlisted for the fulfillment of state and community obligations (the construction and maintenance of irrigation works, roads, and the like), but these obligations by no means bore the stamp of slavery, because it is precisely the free persons and only these (including state and temple officials, scribes, and others) who were enlisted for these purposes - never the slaves. Moreover, community obligations need not be considered specifically "Oriental" or a special form of conscripted labor.

However difficult the problem of social classes in

Babylonia may be to grasp, for us it is at least possible to distinguish in the second and first millennia two estates in particular: persons enjoying full rights and slaves in the Classical sense of the word, who are clearly contrasted with one another in the legal texts. Persons with full rights were members of the community and popular assembly. They were economically independent and possessed certain privileges. As for the slaves, they were things belonging to their owner and with regard to the latter they had only duties and no rights whatsoever. It is interesting to note that one way in which the affiliation of a person with the slave class is designated in Neo-Babylonian texts is, as Ungnad [1928:578] has observed, with the verb *dagālu*, "to look" (i.e., the one who looks upon the face of his master and awaits instructions). If one leaves aside the Classical idea of the freedom of the citizens (that all citizens are equal and must obey the laws) and also the economic role of slaves in the leading city-states of the Classical world, it would seem that fundamental differences between the position of slaves in the Classical period and in Babylonia in the second and first millennia cannot be established, although the concept of the slave as an *instrumentum vocale* did not exist in Babylonia.

We possess completely reliable sources for the study of the problem of slavery in Babylonia in the first millennium. But even an exhaustive and authoritative study of the problem of slavery in the Classical sense does not provide the means for understanding the inner workings of the society and its socio-economic structure. In Babylonia (in the first millennium as well), there existed social strata composed of people who were not citizens with full rights and who, depending on the specific historical conditions, either had access to means of production or were deprived of them. Their labor was of great significance in production. Many of these groups

worked under extra-economic coercion, but they were not considered slaves in the eyes of the law. Whether or not the members of these social groups were attached to the land, to an individual, or to a collective group of landowners, they were not absolute property of the latter and, for example, it was forbidden to sell them. It is not necessary to demonstrate that these people are not to be considered slaves.

Although it is easy to answer the question of why a slave worked for his master and was his property, one arrives at an impasse if one asks what social pressures forced dependent persons to work for others. In this respect the material does not correspond well to the usual categories "free" and "slave," and the forms of dependence themselves are not clearly differentiated. For example, the Achaemenids presented their retainers with lands together with the people living on these lands. And how should one define within the social scheme the position and forced labor of people working in the villages of the queen Parysatis in Babylonia or in those settlements in Asia Minor which were given to Themistocles? Did, as a result of such economic causes, social groups develop which were close to being slaves but were in fact not slaves? As far as I know, to the present time no one has given a convincing answer, as far as Babylonia is concerned, to these and analogous questions, based on a detailed analysis of the sources. It is true that similar problems exist with regard to certain Greek states in antiquity, and up to the present time specialists have continued to argue about the status of *helots*, *penestai*, etc.,² but,

²Westermann [1955] combined all these groups of dependent persons, whom he likewise did not consider to be slaves, under the general term "serfdom." Finley [1960, 1964], who has contributed much to the study of these groups, maintained that the use of such terms

more often than not, the debate is of a terminological character or about the original causes for the formation of groups of dependent people, and the nature of their dependence is, in general, clear. For Babylonia, on the other hand, it is first necessary to distinguish such groups of people and to establish the similarities and differences in their status, their role in production, and so on.

K.K. Zel'in is completely right when he maintains that it is necessary to cease treating dependent persons as slaves. While we may accept the definition of a slave given by K.K. Zel'in (a slave is the property of another person, but not necessarily chattel and not necessarily deprived of the means of production) as indisputably true from the methodological point of view, it is necessary to make this definition somewhat more precise with regard to Babylonia of the seventh to fourth century. Since it is not always clear whether the persons designated by this or that term are slaves or only dependent persons or, in a number of instances, servants, it is necessary to set up definite criteria. In Babylonia in the seventh to the fourth century, slaves just as livestock constituted a basic form of movable property. They were frequently sold, given as gifts, exchanged for other property, etc. If it is possible to establish that a person denoted by a particular word could be sold, then I shall assume that word to be a term for slaves. Branding or marking can serve as another criterion of slave status, since such marking was used to distinguish people who represented some kind of property. Of course, in view of the inconsistency in the use of certain terms, difficulties can sometimes arise in defining the status of persons

does not facilitate the clarification of the position of these people and proposed using the expression "servile statuses."

called slaves in the texts - for example, when the term "slave of the king" is used in a broad sense. Nevertheless, in the majority of cases, it is possible to establish by context whether the person in question is an actual slave or simply a subordinate person.

It was mentioned above that, in the opinion of K.K. Zel'in, slaves, generally speaking, could possess means of production, but that slaves in the Classical sense of the word were without them. As we shall see in the appropriate sections of the present monograph, Babylonian slaves could possess land, houses, livestock, equipment, and other items. However, we have no basis for assuming that the property actually belonged to the slaves themselves (although sometimes apparently this was *de facto* the case). And, in a number of instances, it is even possible to show that the property of the slave belonged to his master. For this reason, we regard the property of the slave as a *peculium*, which he used primarily in the interests of his owner. From this point of view (which, in my opinion, is methodologically correct and does not contradict any of the facts), Babylonian slaves of the seventh to the fourth century, with regard to their legal status, were not notably different from those of the Classical world. Babylonian slaves were the absolute, unconditional property of their owners and, in contrast with Athens of the fifth century, even killing one's own slave was not legally prohibited. Some Babylonian slaves were even rich and influential, but such slaves also existed in highly developed Classical states (among others, in Athens and Rome). For that reason, there is no basis for drawing any sharp distinctions between Classical and Babylonian slaves. In the first three chapters we shall examine the sources dealing with slaves in the Classical sense of the word (or, as Western scholars sometimes term them, "chattel slaves"), and in the last chapter an attempt will be made to clarify the social position of

those persons intermediate between slaves and free groups of people.

Slave status was, of course, hereditary, and a completely distinct term for the designation of this status is used in the texts, namely *ardūtu*, "slavery," which, by contrast with certain other terms having a broader usage, is never used in the Neo-Babylonian period in relation to free people. At the beginning of this chapter attention was called to the opinion of Mendelsohn about the fluidity of the composition of the body of slaves in the Near East and the ease of passage from slave to free status and vice versa. This supposed option, which is not substantiated by the documents themselves but, on the contrary, stands in direct contradiction to them, has created among many Orientalists and to an even higher degree among Classical scholars a profoundly erroneous idea about "Oriental" slavery. One can only speak about the passage from one status to another - and then only conditionally - with regard to debt slavery, which in earlier times was usually limited by law to a specific period of time. In the first place, the debtor, who only worked temporarily for the creditor, can hardly be considered a slave. In the second place, there were apparently no laws in Babylonia of the first millennium limiting debt slavery to a specific period of time, and debt slavery itself was not widespread at this time. And, in the course of the entire history of Babylonia, the passage from one stratum to another was apparently so difficult that only meager evidence for change of status has survived. Manumission was, in theory, possible, but the paucity of evidence for manumission (see below p.438ff.) shows that there is no basis whatsoever to suppose that slaves could and did easily become free persons.³

³Westermann also spoke of the absence of clear

Terms Designating Slaves

Soviet historians began the systematic study of terms designating slaves in the various ancient societies, but this problem has attracted considerable attention in Western literature on the subject as well. Ia.A. Lentsman in his article "On the Greek Terms Designating Slaves" [1951] attempted to establish whether a semantic difference existed in such terms and came to the following conclusions: *doulos* is the most general attributive of a slave, as opposed to a free man (*eleutheros*); *oiketēs* is a household slave, a slave-servant; *andrapodon* is a slave of the Classical type. E.L. Kazakevich (Grace), who studied these same terms, came to somewhat different conclusions, namely: *doulos* is a "specific term indicating, above all, slave status" [1956:122]; *oiketēs* is the concrete term designating "actually existing slaves" [1958:110]; *andrapodon* is an "inventory item," "the embodiment of a certain quantity of monetary value" [1958:112]. According to E.L. Kazakevich, different terms could be applied to the same persons depending on the specific situation in which they were used.

I.D. Amusin, who studied the terms for slaves in the Bible and the translation of them in the Septuagint, set for himself the task of establishing "the similarities and, more importantly, the differences between slaves who are designated by different terms" [1952:47]. In the opinion of the author, "the despotic and theocratic nature of the

boundaries between slaves and free men and the possibilities of easy passage from one condition to the other in the Classical world. For criticism of these views of Westermann, see Lentsman 1963:40ff.

state of Palestine and the universal enthrallment prevailing in it left their imprint on the biblical term ^cbd, which denoted both actual slaves (occupied in production or in the household) and slaves in the figurative meaning of the word: 'the slave of God,' 'the slave of the king' [1952:48]. In the Septuagint the equivalent of ^cbd is *doulos*, by which is meant a "general concept of slavery in its widest sense" [1952:52].

Finally, Iu.B. Iusifov [1961] argued that the following groups are terminologically differentiated in texts of the Achaemenid period: slaves in general, household slaves, slaves of foreign extraction, as well as fully mature slaves and slaves not yet of age.

The studies of these Soviet authors have contributed much of a positive and valuable nature, but, with the exception of E.L. Kazakevich's work, they are all characterized by one common inadequacy: they attempt to determine what falls under the terms without first studying all the material dealing with slaves for a definite period. The authors believed that the study of the terms themselves could serve as the beginning stage of such works. In this work I have taken another approach. I first gathered all material in which the terms of interest are to be encountered and then attempted to systematize and analyze them. Only after this work was on the whole completed did I begin an examination of the terms themselves.

Although slaves were mainly designated by the term (w)ardu(m) in the second millennium in Babylonia and in all periods in Assyria, in the Neo-Babylonian period a large number of terms appears which are either completely unattested in the earlier texts or are encountered in them in completely different meanings.

Let us begin the examination of these terms with the traditional ardu, possibly derived from the verb *warādu*, "to descend," because the first slaves in Babylonia were of foreign origin from mountainous

regions to the east. In Neo-Babylonian texts this word is always written with the logogram ARAD [perhaps with the exception of the not entirely clear a-ra-du-'u in CT 22 247:25] preceded by the determinative for "man" (LÚ/amēl). As Cardascia has observed [1951:VII], it is extremely difficult to determine exactly what the Babylonians meant by this word. This term is frequently encountered and may be translated as "slave" on the grounds that ardu is often sold just as any other movable property [Cyr 362; Dar 537 and so on], presented as a gift of property to the temples [BE 8 106], given as security, branded or marked, etc. It is also to be noted that frequently the same persons, either in the same document or in different documents, are called in one place ardu and in others qallu and amēlūtu [Camb 85,287,315,379,428; Dar 380,410,537,568; NRVU 84; BE 9 3a,10,21; PBS 2/I 55,113; etc.], and these last two words, for which ardu appears as a synonym, are indisputably terms designating slaves.

San Nicolò and Ungnad [NRVU:100] were of the opinion that, while it is difficult to establish the difference in usage of the words ardu and qallu (the line dividing the two groups was in any case no longer distinct), the ardu occupied a higher position on the social scale, appearing as the agent of his master or as a witness in private legal documents. For this reason these authors translated ardu as "servant" (German: *Diener*) and qallu as "slave" (*Sklave*). Ungnad [1959/1960:242] later wrote that in the Neo-Babylonian period the word ardu does not mean slave, but is closer to a "low-ranking nobleman" or perhaps even a "knight" [cf. König 1926:52: the ardu is not a slave, but a vassal]. However, the qallu represent their masters as agents, and they were witnesses at the conclusion of various contracts just as often as the ardu. If the sale and branding or marking of ardu are taken into consideration (as was also noted by San Nicolò and Ungnad), then the translation of the given word as

"servant" (not to mention the lack of any basis for terming it a "knight" or "vassal") only creates confusion and gives the incorrect impression that special terms for the designation of servants and slaves are attested in Neo-Babylonian texts. It seems to me that it is impossible to establish a clear distinction in the legal usage of these two terms in the seventh to the fourth century and that the general trend (which up to the present has been ignored) is that in the sixth century the word *qallu* was used far more often than *ardu*, while in the fifth and fourth centuries the situation was reversed and *ardu* gradually replaced *qallu*.

Special attention must also be paid to the fact that the word *ardūtu* designated slave status [see, e.g., Nbn 1113:26, Dhorme 9:3]. In this respect Cyr 332 is especially noteworthy. It contains the account of a lawsuit concerning a certain slave (*qallu*) whose slave status (*ardūtu*) is contested by a third party. Although royal officials are sometimes designated in Neo-Babylonian texts by the term *ardu*, their status is never defined by the term *ardūtu*. In relatively rare instances, temple slaves, who were normally called *širku*, are denoted by the term *ardu* (see ch. II:469f.).

In addition, the word *ardu* is often used for captives who were not destined to be cast into the chains of a slave, for designating persons in subordinate positions (mainly subordinate with regard to the king and his higher officials), and, finally, as a sign of servility in reference to oneself when addressing persons of higher rank. However, selecting the proper meaning from such a broad usage of the term designating a general dependence rarely presents great difficulty. For instance, the founder of the Persian state, Cyrus, who at the beginning of his reign was a vassal of the Median king Astyages, is called the slave (*ardu*) of the latter in one Babylonian inscription [NBK:220:29]. Royal officials call themselves slaves

(*ardu*) in letters to the king.⁴ Similar forms of address are encountered in the letters of temple officials to their superiors [BIN 1 23,46,79,94; CT 22 64,206,232; TCL 9 69,72,113,123; UET 4 173; YOS 3 8,194; and others]. The sender of a letter often calls his addressee *bēlu*, "lord" [see, e.g., UET 4 172], but this form of address, in and of itself, by no means indicates that the addressee occupies a higher position than his correspondent [cf. San Nicolò 1941:7]. Finally, the word *ardu* is also used in Akkadian texts with regard to the king as the slave of a god.

The word *ardu*, when it is used to designate dependence in the broad sense of the word, corresponds to ancient Hebrew and Aramaic ^cbd (^cebed), ^cabdā,⁵ Old

⁴See, e.g., BIN 1 93, GCCI II 395, YOS 3 7. Cf. the similar usage in letters of the Neo-Assyrian period: *ana šarri bēlīja aradka*, "to the king, my lord, your slave" (says so and so), in ABL 337, Iraq 17:23, and others.

⁵This is derived from the verb ^cābad, "to work," and means literally "worker" [cf. BabL I:223] but is, in addition, the usual term for slaves (cf. below, n.8). The word ^cbd is used to express a general dependence or servility with respect to oneself when addressing another person, for example, in letters from the colonists in Elephantine to the Persian authorities at Elephantine and in Judea [Kraeling 1953 no.13; Cowley 1923 no.30 and cf. nos.38,54,70] and in a much earlier letter from the governor of one of the southern Palestinian cities to the pharaoh Necho [Semitica 1:43ff.]. The word *abdu*, "slave," from the same root as the ancient Hebrew ^cbd, encountered in Akkadian texts of the second millennium is attested only as a component part of theophoric names in Neo-Babylonian documents.

Persian *ba(n)daka*, and Greek *doulos*.⁶

However, in a number of cases the interpretation of the actual meaning of the word *ardu* may be disputed. For instance, in two letters [BIN 1 13:10 and GCCI II 405:17] the expression *aradka anāku* (literally "I am your slave") can be only conjecturally interpreted as an indication of actual slavery. Sometimes, in difficult cases like these, business documents mentioning the same persons who appear in the letters are helpful.

In this connection, let us examine more closely the case of the slaves of the house of Murašu, who are all called by the term *ardu*. Cardascia believed that the word *ardu* is used in a general sense in the Murašu archival documents to simply designate relations of subordination. Among such "slaves," continued Cardascia, one finds ordinary employees and agents having a great deal of power. For example, Ribat son of Bel-eriba, who was first the *ardu* of Ellil-šum-iddin (after a time the latter is no longer mentioned in the documents), afterwards stands in the same relation to another member of the house of Murašu, Rimut-Ninurta. This is very significant. He is mentioned in almost fifty documents as a creditor, a leaseholder, and so on. Furthermore, Cardascia believed that Ribat is regarded in the texts as being on the same level as members of the house of Murašu. He not only appears as the agent of his master, but also independently, for example, making rent payments or paying a property tax on land in his possession. In addition, Ribat possesses his own slaves, who are also called *ardu* in the texts [BE 9 90; BE 10 104,105; PBS 2/I 46,81,111,

⁶ See SIG I 15 (the satrap Gadatas is the slave of Darius), Herodotus I.89 (Croesus calls himself the slave of Cyrus), Herodotus I.120 (the Medes are the slaves of the Persians).

123]. A particularly prominent place among them is occupied by Ninurta-uballit son of Mušeziḫ [BE 10 55,73,78,104; PBS 2/I 56,69,92,129], who gives a guarantee for a third party [BE 10 77].

Certain other *ardu* of the house of Murašu even held high positions. Cardascia believed that these persons were not slaves who had acquired power and influence through the favor of their masters, but were free employees. Cardascia argued that they are subordinates, that the more powerful their master's position the higher their own position was, and that such positions derived from the hierarchal structure of the society itself.

According to Cardascia [1951:12-15], these independent *ardu* stand in contrast to other persons designated by the same word, who play a more limited role: the latter are those who carry out the master's will, act in his name, and represent his interests. Unlike the "independent" *ardu* the patronymic of the latter is not, according to Cardascia, mentioned. Finally, Cardascia believed that the term *ardu* is not used even once in the Murašu archival documents for slaves that could be sold. The latter, according to Cardascia, are called *qallu* or *amēlūtu*.

Cardascia's assumption that Ribat and persons similar to him were not slaves may appear convincing at first glance. However, upon closer scrutiny, all his reasoning can be rejected without difficulty.

It was mentioned above that persons called *ardu* are often sold. This observation, contrary to the opinion of Cardascia, holds also for the texts in the Murašu archive [see, e.g., PBS 2/I 113:8], as well as for contemporary documents from other archives (for more details, see below p.181ff.). Furthermore, although the patronymics of slaves are mentioned rather rarely, the supposition that persons with patronymics, who are called slaves in the texts, are actually only servants must be acknowledged as unconvincing in view of the following facts. In the first place, it is

evident from precisely these texts of the Murašû archive not only that the ardu have patronymics, but that the qallu [BE 9 6; PBS 2/I 113], whom Cardascia did consider to be slaves, have them as well, admitting, however, certain exceptions [see Cardascia 1951:12: the qallu is not always a person of slave status]. In the second place, even in documents of the sixth century the patronymics of the qallu who were sold are mentioned [Nbk 147; Nbn 681; see below p.402f.]. In the third place, other persons, not only Ribat, appear in the texts as partners of equal rank with members of the house of Murašû and are also called ardu - in particular, persons leasing land from their masters - and Cardascia himself was inclined to consider some of them as actually slaves. Slaves acting as guarantors for the solvency of debtors (including also free persons) were a fairly widespread phenomenon in the period in question. As far as the wealth and influence of certain ardu of the house of Murašû are concerned (e.g., Ribat), a sufficient number of cases are recorded in the documents in which such rich and influential slaves could themselves be sold (see p.352ff.). In the fourth place, rent payments for land were made not only by Ribat but by dozens of other slaves, including those designated by the term qallu. Not only Ribat but many persons who were indubitably slaves (including qallu) also owned slaves (see p.372ff.). Judging from the documents, Ribat did not pay state tax for himself, but for those free persons from whom he leased land [see, e.g., PBS 2/I 46]. In addition, cases are attested for qallu paying taxes (see p.417ff.). Finally, Ribat, when addressing his master Rimut-Ninurta, calls him his "lord" [bēlu: PBS 2/I 83:2]. More credence could be given to Cardascia's opinion if there were ever a case of a single person being called ardu of two masters in contemporaneous documents. It is true that Ellil-supe-muḫur, as Cardascia [1951:14] noted, is called the ardu of Ellil-šum-iddin at one time [BE 9 99] and of Rimut-Ninurta

[BE 10 126; TMH 2/3 189,203; PBS 2/I 83,106] at another, the former being uncle (father's brother) of the latter, and then, in the end, the paqdu ("steward") of the Persian noble Aršama [BE 9 1; BE 10 126,130-132; PBS 2/I 144-148]. But Ellil-supe-muḫur is called the ardu of Rimut-Ninurta, as Cardascia pointed out, only after his former master from the house of Murašû is no longer mentioned in the texts. Apparently, after the death of Ellil-šum-iddin his slave fell to his heir. In the document BE 9 99, Ellil-supe-muḫur is called the ardu paqdu ("the slave, the steward") of Ellil-šum-iddin. This is not surprising since a slave could be a steward [cf. BE 10 84 and 85, in which a certain Mannu-iqbi is called in one place ardu and in another the paqdu of the Iranian noble Achaemenes].⁷ Later on, Ellil-supe-muḫur, probably released from service to Rimut-Ninurta by payment of a quitrent, was able to work concurrently as a steward of the property of Aršama (he rented out the livestock of the latter).

The word ardu is used only in regard to male slaves. The corresponding term for adult female slaves is amtu, which is usually written with the logogram GEME₂ preceded occasionally by the determinative for feminine gender. This word already occurs in documents of the Old Babylonian period. Slave women who are called amtu are sold [Nbn 675; Camb 307; NRVU 67] and pawned [Nbn 391]. Amtu also appears as the synonym for qallatu, another term designating the female slave [see, e.g., NRVU 67 and Nbn 391, on the one hand, and NRVU 69 and Nbn 391, on the other, where the same slave woman is called in one place amtu and, in another, qallatu]. In Camb 307:4,9,18 and YOS 6 221:3,12, the same slave woman is sometimes referred to as amtu and

⁷Cf. Eilers 1940a:13 n.1: the expressions ardu and qallu alternate with paqdu, mār-šipri ("messenger"), and sepīru ("scribe-translator").

sometimes as amēlūtu (the abstract term for slaves). In the document YOS 6 13, it is said of one amtu that "she is supposed to serve" (tapallāḥ) and, apparently, her basic function consisted of carrying out various household chores in the house of her master. The word amtu is encountered in other Semitic languages as well with this same meaning, for example, ancient Hebrew and Aramaic 'mh ('āmāh).⁸

A very widespread term for slave is the word qallu (fem. qallatu), which is normally written in syllabic form with a determinative preceding it [cf. without a determinative: BIN 1 40:11; Moldenke I 25:11; Nbn 868:7]. Qallu means, translated literally, "the little one."⁹ In one letter [CT 22 46:6] the form qī-li is

⁸See the Aramaic documents of the fifth century from Elephantine Cowley 1923 no.10 and Kraeling 1953 no.11, according to which, if a debtor does not pay off his loan on time, the creditor may retain for himself "a slave and a slave woman" (c^{bd} w'mh) taken as security. Albright [1950a] believed that the word amtu/amah is used in the dual sense of "slave woman" and "woman servant." In his opinion, this is clear from the discovery of Palestinian seals of the seventh century BC belonging to women designated as amah. Albright assumed that real slaves could not possess seals or draw up documents in their own names. On these same grounds he considered the c^{bd} from Palestine who possessed seals to be free persons. Without disputing the flexible nature of both these terms, one must note, nonetheless, that Albright's arguments are not well-founded (see below p.401ff.). Avigad [1946:128] has remarked that up to the present time not one seal has been found which indisputably belongs to a royal "slave," i.e., to an official of the king.

⁹Cf. UET 4 176:10 qal-la-ti-a₄, "little/not

encountered, which Ebeling [NB:27] believed to be an Aramaic variant of qallu (cf. Aramaic qīlā and ancient Hebrew qal, "the insignificant one").

Slaves of both sexes designated by the term qallu were branded or marked [UET 4 29,30], sold [Nbk 236; Nbn 680,892; Camb 334], and deposited as security [Nbn 468,584,585,700,807,877,1020; TMH 2/3 115,116]. Only in rare exceptions are their patronymics recorded. YOS 17 320 (595 BC) is the record of a lawsuit between two free men concerning the ownership of a qallu. But, in addition, the qallu often appear as witnesses to the conclusion of various transactions [Nbk 31; Nbn 881,892; PBS 2/I 113], as creditors, debtors, leaseholders, etc. [Nbn 353,367,466,499,605,621,690,769; Camb 54,161,164,167,257,343,391,409]. Sometimes the qallu were even slave owners [Nbn 881; PBS 2/I 113]. In one document [GCC I II 99, Uruk, 533 BC] a qallu and his master took a loan together and served as mutual guarantors for repayment.

Many qallu who belonged to the house of Egibi and to other prominent persons often appear in the capacity of agent for their masters and were themselves powerful or wealthy persons. However, there are no grounds whatsoever for seeing in them persons who were "not slaves in the usual sense of the word," but free by birth, in the service of other persons, as certain authors have supposed [see Demuth 1898:420f.; Ziemer 1898:458]. Against this assumption in particular is the fact that such influential qallu were often sold (see p.352). The term qallu is also used on rare occasions to refer to temple slaves as well (see ch. II:469f.).

enough"; Dar 530:3 (iṣ)eršu qal-lat, "small bed/couch"; YOS 7 29:1 rabītum(tum) u qal-la-tum, "big ones and little ones" (referring to cattle); AnOr 8 10:2 qal-lat u rabīti(ti), "small and large cattle"; cf CAD Q:62ff.

It has already been noted above that it is difficult to establish the difference in usage between the words ardu and qallu, that, in any case, the line between the two is blurred, and that the same person is frequently designated by both terms. In very rare instances the word qallu is used in the Old Babylonian sense of "servant." In the Akkadian version of the Behistun inscriptions [§§25,29,50 lines 44,53,86] qallu is the equivalent of the Old Persian ba(n)daka,¹⁰ of Elamite lipe,¹¹ and Aramaic ʿlym [Cowley 1923:251 1:7]¹² in the corresponding versions of this same

¹⁰This is the more general term for the designation of slaves in ancient Iran, and it exists in the same meaning in modern Persian (banda). Etymologically, this word derives from the verb band, "to bind," "to place in chains" [see Brandenstein/Mayrhofer 1964 s.v.], and it was used in the Parthian period to designate slaves in the primary sense of the word [see Perikhanian 1952:15ff.]. From the time of Kalidasa (fifth century AD) it is encountered also in Sanskrit monuments as a loan word (bandī) from Iranian with the meaning "captive" or "slave" [see Thieme 1937:94f.].

¹¹It is attested also in Elamite texts of the sixth and fifth centuries BC as a designation for men who work in the royal household at Persepolis [see Hallock 1969:720f.].

¹²For the expression of general dependence ("servant") in imperial Aramaic, the word ʿlym was particularly used; see Driver 1965 nos.2,6,7,8, where the stewards of the estates of Persian nobles in Egypt and other officials are called by this term; in Driver 1965 no.9, however, an actual slave, the sculptor of Aršama, the satrap of Egypt, is designated by this word.

inscription and is applied to the satraps and generals of Darius, who are called the slaves of the latter. In the Akkadian version of the Naqš-i-Rustam inscription b of Darius I, the term qallu is used three times to correspond to Old Persian marīka, "subject,"¹³ and Elamite šak (literally, "son").

The abstract, collective term for slaves of both sexes is amēlūtu [Meissner 1920 BuA I:382; NRVU:102]. This is usually written as Lū-tū, but also occasionally phonetically a-me-lut-tum/ti [TCL 12 42:16; YOS 6 143:1; YOS 7 164:3,9] and a-me-la-a-tu [UET 4 188:15]. In the Aramaic docket to the cuneiform document CIS 2/I 64, it is transcribed as 'wlt. Literally translated, amēlūtu means "people" (cf. the Neo-Assyrian word napšāti, "souls," which is also used to designate slaves, as has been pointed out by V.A. Jakobson). In Neo-Babylonian, amēlūtu often replaces all the other terms for slaves and is usually used after a list of names to refer to a whole group of slaves [Nbk 318; Ner 2; Nbn 276,533,953; Camb 193,215,307,311,362,365; Dar 230,379; YOS 6 219; PBS 2/I 65] or as "slave" in the abstract sense, when the names of the slaves are not introduced at all, for example, in documents concerning the division of property, in receipts for payment for slaves which have been sold, etc. [Nbn 787:11, 881:2; YOS 6 143:1; BRM 1 30/31:2; BE 8 123:21; Cyr 120:3; Dar

¹³Cf. Brandenstein/Mayrhofer 1964 s.v. Herzfeld [1938:251-253] believed that marīka means literally "youth" and is sometimes used in the meaning "warrior," as well as "servant" and "slave." Cf. further the interpretation of Benveniste [1946:43f.]: marīka, "subject," is a variant of Old Persian martiya, "person," but is used in Achaemenid inscriptions in the meaning "servant" and "slave." S.I. Baevskii [1958] believed that this word designates persons enjoying full rights.

261:3, 551:6, 568:4; TCL 12 32:33; UET 4 201:1]. However, the term *amēlūtu* was sometimes used to designate a specific slave or slave woman. In the letter UET 4 177, this word is apparently used in the sense of "slavery" [see Ebeling 1949 NB:170], and in the document Nbn 102:5 the expression (LÚ) *dulla amēlūtu*, "slave labor," is encountered. Compare also YOS 7 84:7 *ālu ša amēlūti*, "village of slaves" (the Eanna temple owned the land there), and UET 4 3:26 *bīt amēlūtu*, "slave's house(?)."

In TCL 12 42:16 (Borsippa, early sixth century), a free girl, given by her mother as security for repayment of a debt [cf. Petschow 1954b:205], is called by the term *a-me-lu-ut-tum*. Apparently, in this case, the term was used with respect to a person who could be considered as a prospective slave. In YOS 6 56:4 temple slaves (*širku*) are designated by the additional word *amēlūti*.

In Neo-Babylonian texts the word *amēlu* is also encountered in the meaning of "man." For example, BIN 1 40:16 concerns quotas for the manufacture of bricks per "one man" (*1-en a-me-lu*). Compare also UCP 9/I II 33:4; TCL 9 85:15, 88:19, 117:29, as well as the expressions *a-mil-tum šu-a-ti*, "that woman," and *amēlu šu-a-ti*, "that man," in the Neo-Babylonian laws (rev. I:26,28). In NRVU 296 *a-me-lu* is written in place of *amēlūtu*, "slave" [see NRVU:714]. One document records the duty of the widow of a priest not to marry a second time before she has raised her children and "they are numbered among the *amēlūtu*,"¹⁴ i.e., the grown men. Thus the term *amēlūtu*, like *ardu* and *qallu*, may be used not only for slaves but sometimes for persons who are legally free as well.

In addition to these terms, the following are also

¹⁴Camb 273:7-8 *a-di muh-ḫi šá it-ti amēlūti(meš) im-ma-nu-ú*.

attested, but much less often: *lamūtānu/lātānu*, with the abstract form, *lamūtānūtu*, apparently derives from the Aramaic *l'wā*, "to accompany" [see von Soden 1966:14] and is written with or without the determinative [without, e.g., NRVU 859]. There are documents attesting to the sale of men and women who are designated by this term (sometimes together with their children) accompanied by guaranties that they are actually slaves [Nbk 207; Ner 1; YOS 6 73; Camb 384; Moldenke II 53; 5R pl.67 no.2; UET 4 89], documents showing them being given as security for debts [Nbk 72,377; Camb 195; UET 4 89; CT 55 99: two *lamūtānu*, husband and wife, are pledged for the loan of one mina of silver], showing them given as a dowry [Nbk 368], being distributed among heirs [Dar 379], as well as being branded or marked [Peek:83 BM 81-6-26,54]. Their patronymics, in contrast to those of free persons, are not entered in the documents. In one instance [YOS 6 220], the name of the mother is mentioned in place of the patronymic. The same person is frequently designated in the texts in one place as *lamūtānu* and in another as *qallu*, and sometimes also as *amēlūtu* [for example, the slave Šepit-Bel-ašbat is designated by all three of these terms in Dar 177,271,362,379,392,424,534,542]. According to Joannès 41, a debtor was obliged to turn over his *lamūtānu*, who is also called *amēlūtu* in the same document, to a temple rent collector because of a deficit in barley. In JRAS 1926 p.105:5, the expression *a-me-lut-tum la-ta-ni-ia* is encountered. According to YOS 7 189, a *lamūtānu* stole temple livestock, and for this reason the master of this slave was supposed to appear in court [cf. further YOS 6 220: a *lamūtānu* and his mother give evidence concerning some temple livestock which were missing]. The *lamūtānu* are often engaged in carrying out various errands for their masters: collecting rent payments, purchasing livestock, inspecting canals, bookkeeping, and so on [see: CT 22 214; Nbn 172,174,242,302; Dar 271,362,392,426; YOS 3 22]. The etymology and the contextual evidence

suggest that the word designated primarily slaves occupied in the service of their masters or engaged in carrying out various assignments [against CAD L:78]. However, according to TCL 9 118, lamūtānu were also used for heavy earthwork [it is possible that these are slaves released on payment of quitrent; cf. BIN 1 15; UCP 9/I II 20; NRVU 859]. CT 56 644:29 shows that fourteen lamūtānu worked in a storehouse of the Ebabbar temple in Sippar. Finally, they sometimes took loans [NRVU 239] or acted as guarantors [CT 22 10].

In a few texts the word aštapīru is encountered. It is used to designate slaves in the collective sense [cf. CAD A/II:474; AHw:85]. The documents Camb 349:23 and BRM 2 2:3 attest to the exchange of "a field, a house, and slaves" (aštapīru), and the inscription YOS 1 45 ii 14 records that Nabonidus presented aštapīru, together with fields, gardens, and livestock, to the temple of the god Sin at Ur.

The expression nišū bīti (literally, "the people of the house") is usually used to designate female slaves and their children, but sometimes male slaves as well.¹⁵ They are sold with the usual guaranties that they are not free persons. For example, UET 4 200 records the sale of a certain slave woman and her four sons, and Nbn 42 concerns the sale of two slave women, nišū bīti, who are called amēlūtu in Nbn 39/40 [cf. further NRVU 301; Ner 59]. Of special interest is a document concerning the slave Madanu-bel-usur, who is well known because of the large number of texts in which he appears, and members of his family. This document contains the phrase: "in all eight slaves, people of his house"¹⁶ (i.e., of his master's house).

¹⁵In the meaning "slave," this term is encountered in Neo-Assyrian documents [Mendelsohn 1949:58].

¹⁶TCL 13 193:9-10 (amēl)a-me-lu-ut-tum

In another document¹⁷ concerning the sale of a slave and his wife, both nišū bīti and amēlūtu occur. Furthermore, "people of the house" are given as security for loans, sometimes with the stipulation that, if the loan is not repaid on time, they will become the property of the creditor [see Nbk 301 (concerning the mortgaging of ten nišū bīti and a field); BE 8 2 (four women and two children); Nbn 314,668; Moldenke II 60; NRVU 301; TCL 12 122; TCL 13 193].

However, this term also obviously designated free persons, the members of families, who could be given as security [cf. Driver/Miles 1955 BabL II:160]. For example, GCCI I 307 apparently concerns free persons against whom a suit is brought for certain property. The author of the letter YOS 3 116 complains to a temple official that "the people of his house" were put into prison, and it is possible that here this refers to members of his own family [cf. further GCCI II 395; TCL 9 125]. According to NRVU 626, "people of the house" of a person by the name of Ṭabija worked on the construction of a dike. That these persons were slaves can be said with almost complete certainty, since their master is known from a large number of documents to be a rich man, a sharp businessman and slave owner, who could hardly have thought of hiring out the members of his own family. NRVU 668 records the pay for digging a grave for two "people of the house,"¹⁸ but it is completely impossible to determine whether they were

(amēl)nišū(meš) bīti-šū.

¹⁷Dar 340.

¹⁸See Ungnad 1944:328f. Cf. Demosthenes Orat. 43, 58: Athenian law obligated a master to bury his slave when he died [Westermann 1955:23].

slaves or free persons. A document dealing with the trial of a certain Babylonian noble who had contemplated conspiracy against the king Nebuchadnezzar II attests to his execution along with the confiscation of all of his property. In particular, in accordance with the verdict, his "people" (*nišū*) were sold [Weidner 1954/1956]. However, it is difficult to say whether this means slaves, as Weidner [1954/1956:3] believed, or the members of the family of the executed man.

Slaves from the ages one to fifteen or sixteen were often called *šeḫru/šaḫru* (feminine *šeḫertu/šaḫartu*), literally, "small," but perhaps better translated as "boy" (or "girl"). This, however, is not a term for slaves per se, because it could also be used to designate free persons [Oppenheim 1955:70f.; cf. CAD S:179ff.], and for this reason in translating this word one must work from the context.¹⁹ For example, in YOS 3 165:34, the son of a free man (a smith) is called *šeḫru*, "boy." A number of documents attests to giving a *šeḫru/šeḫertu* as security for a loan. There may also have been free persons among them. However, in most cases they are designated, in addition, either with the term *amēlūtu* or *qallatu* [BE 8 28; Dar 355; UET 4 73-75, 78, 79, 197]. According to Nbn 693 a branded or marked *šaḫertu* was sold, and Liverpool 1 records the sale of a slave woman and her young son (*māri-šū sa-aḫ-ri*). The sale of a *šaḫertu* with the guaranty that she was not free is also attested in Nbk 62. Documents from Nippur tell of the sale of the children of free citizens called by these same terms at the time of the extended siege of that city [see Oppenheim 1955].

¹⁹Cf. the ancient Hebrew *n^cr* (fem: *n^crh*), literally "youth," which is used with respect to young slaves (as I.D. Amusin has pointed out).

Although the determination of the meanings of the terms examined so far does not present any great difficulties, such is not the case with the expression *mār bīti* (literally, "son of the house") followed by the name of the master encountered in texts of the Achaemenid period. Hilprecht [BE 9:33], Meissner [1920 BuA I:383], and Mendelsohn [1949:58] regarded this term as the designation for a slave born in the household²⁰ (similar to the Roman *vernae*), in contradistinction to those who were purchased or who were prisoners of war. The opinion of San-Nicolò and Ungnad [NRVU:720], who translated the above-mentioned expression as "Hausssklave" (Greek *oiketēs*), was close to this and has been maintained in the dictionary of von Soden [AHw:616]. Later on Ungnad [1937a:94] translated this as "Familienangehöriger." Cardascia [1951:11f.] and Driver [1965:40f.] agreed with this translation, believing that any subordinate person, including one occupying a high position, could be called *mār bīti*. Finally, Oppenheim [1945/1946:172] tentatively translated *mār bīti* as major domo.

Eilers [1940a:91, 1962] observed that *mār bīti* translates the Iranian expression *vāspuhr* in the meaning "member of the royal family." This observation was confirmed by the discovery of Aramaic documents in which the satrap Aršama is called *bar baytā*, "son of the house," while he is spoken of as *mār bīti* in contemporary Babylonian texts. Thus, when the expressions *mār bīti* and *mār bīt šarri*, "son of the house of the king," are used, the speaker has in mind members of the Achaemenid family, as their Iranian proper names also indicate [for example, Manuštanu, the

²⁰In the Old Babylonian period such slaves were called *wilid bītim*, "born of the house." Cf. *bn̄y byt*, "those born of the house," in Genesis 15:13, Judges 2:7.

son of Artareme, TMH 2/3 202:4; Ahiamanuš and Ipradatu, BE 10 84,85; PBS 2/I 103,201].

In most cases, the texts speak of the *mār bīti* of the Murašu family much less often than the *mār bīti* of other persons, and it is difficult to define the social status of all these people. Their duties are actually similar to those of the slave-agents: they rent out the fields of their master and on the order of the latter collect rent payments, and so on [BE 9 14,15,50,59,81; BE 10 89,123,125; TMH 2/3 204; PBS 2/I 224]. In a few texts they are mentioned alongside *ardū*, and the master bears to the same extent the responsibility for the illegal activities of both these groups as well as for protecting their interests [BE 9 69; BE 10 9; TMH 2/3 204; NRVU 643]. With rare exceptions [BE 9 14; NBDMich 56], their patronymics are not mentioned. Some of them possess houses and fields [NBDMich 56; PBS 2/I 20], independently lease land [PBS 2/I 159], act as witnesses at the drawing up of contracts [BE 9 14,50; PBS 2/I 30,173,203]²¹ and as creditors [BE 9 68], and the like. In all these texts, judging from the occupations mentioned, it is entirely possible that these *mār bīti* could have been slaves. However, I have not been able to find a single document where the expression *mār bīti* would be the synonym of *qallu*, *ardu*, or *amēlūtu*. There is likewise no indication that they were sold, branded or marked, and pawned. However, almost all the texts which give information about *mār bīti* come from the archive of the house of Murašu, and this house generally did not engage in selling slaves and did not encounter the

²¹In one Aramaic document dealing with the gift of a house, a certain Rehum, br byt', is mentioned among the witnesses [Kraeling 1953 no.10]. The editor of this text was inclined to the supposition that this may refer to a "house-born slave."

necessity of pawning them, but used them primarily in the capacity of agents. Since these *mār bīti* could not have been members of the Murašu family, the composition of which is well known to us, the assumption that they were slaves born in the house of Murašu appears very probable, although it is possible that there were free persons among them.

Slaves are occasionally designated by the term *kinattu*, a word that denotes both a subordinate class of persons and persons of equal status.²² According to BV:126 no.91 [BM 84-2-11,25], two brothers divided among themselves the *ki-na-a-tum* left to them upon the death of their father.

Sometimes slaves are called by the word *šābu*, but this is not primarily a term for slaves and means "men," "soldiers," "workers." In the document UCP 9/I II 20 ten slaves (*lamūtānu*) and four persons of another type are classed together as *šābē*, but in Nbn 804, ten hired laborers, (*amēl*)*agrūtu*, after being listed by name, are called *šābē* in the summary section of the text. Texts from temple archives speak of branding or marking *šābē* and about runaway *šābē* (see ch. II: 490ff.), which probably means that they were slaves, but compare *šābē šarri*, "warriors of the king," in NRVU 611 and *šābē bīti*, "people belonging to the household," in YOS 3 183, which concerns free persons.

Finally, slaves are sometimes mentioned simply by name, but without patronymic. In rare instances free persons are mentioned in the same fashion, but as a rule, if the patronymic of a free man is not stated, then his title or some other means of identification is usually given. In practice the context and prosopography almost always make it possible to establish the social status of such persons. For

²²Cf. AHW:479f.; CAD K:381f.

example, in Cyr 141 and Dar 261, Madanu-bel-usur is mentioned without any indication that he is a slave, as we know from other texts (see p.347). For analogous cases regarding other persons see Nbn 169,610,648, 660,838,885,959; Cyr 259; Dar 413; NRVU 584; and others. Compare the documents dealing with pawning of persons, including also persons who were branded or marked [TCL 12 122; YOS 6 163; YOS 7 171; Nbk 258; UET 4 80], sale [Nbk 100,191,195; Nbn 248,516,681; GCCI II 95; Cyr 171; NRVU 77,648; Dar 376; TCL 12 27,116], hiring [NRVU 157], and the presentation of a dowry [Nbn 243].

Sources of Slavery

The overwhelming majority of slaves was of local origin, i.e., Babylonian [cf. Meissner 1892:21]. In contrast to preceding epochs, in which debt slavery was one of the basic sources for replenishing the slave population, in the Neo-Babylonian period this form was no longer of great significance, although it did continue to exist (see p.157ff.). And that type of patriarchal slavery where people who did not have the means of survival sold themselves in order to avoid dying of hunger also lost its significance (see p.175).

In earlier periods, parents who were not in the position to feed their young children sometimes left them at wells or in baskets on the river and also abandoned them on the street where anyone who desired could pick them up and raise them, either to turn them into slaves or adopt them.²³ For our period a document is known which indicates that a certain Nabu-nadin-šumi and his wife announced to representatives of the people's assembly that they found a young girl on one of the streets of Babylon and raised her [NRVU 712, dated 530 BC].²⁴ In connection with this, the Neo-

²³See San Nicolò 1930a:450; Garelli 1959:97. Cf. §§185-187,192 of the Code of Hammurapi, which regulates the legal position of a person thus found. The abandonment of children was also permitted in certain ancient Greek states. In Egypt during the Roman period it was permissible to pick up abandoned children and to turn them into slaves [see Westermann 1955:6; Vallon 1936:57].

²⁴San Nicolò [1930a:450] believed that the document deals, not with an adoption, but with turning the girl into a slave.

Babylonian name Ša-pi-kalbi is of great interest. Stamm [1939:320f.] translated this as "one who (was torn) from the jaws of a dog." He considered this name to be connected with the custom of abandoning children on the street and with the subsequent bringing up of them by other persons, as though these persons were saving the children from being devoured by dogs. In the opinion of Oppenheim [1943], this name is used much too often to consider this a satisfactory explanation. He called attention to the document Nbk 439, according to which a certain woman in the presence of witnesses "threw her child into the mouth of a dog," and a certain Nur-Šamaš snatched him up from there. Oppenheim believed that here the matter had to do with the ritual abandonment of a child with a subsequent adoption by another person. However, nothing is said about adoption in the text, and, if it is kept in mind that contracts dealing with adoption were composed according to a specific formula (several such texts are preserved from the Neo-Babylonian period), one may assume that the lot of a slave frequently awaited children who were picked up. The document Nbn 990 also attests to this. It mentions a girl "who has been raised," who was later included in a dowry [see San Nicolò 1930a:452].

The abduction of children for the purpose of subsequently enslaving them²⁵ is not, as far as I know, attested at all for the Neo-Babylonian period. At this time, in contrast to the earlier periods, the sale of young children by their parents became a very rare phenomenon (see p.170ff.).

One case is known in which a woman is threatened with "the status of a slave woman." In this document

²⁵Kidnapping of this sort did take place in the Old Babylonian period and the Code of Hammurapi [§14] stipulates the death penalty for this.

the father of the woman is mentioned, and her mother was present at the drawing up of the document.

Cyr 307: "If Tabat-išar, the daughter of Jašejama, is seen with Kulu son of Kalba and he leads her to himself with the help of a lie (ina pi-ir-sa-tum) . . . but she does not say to the master of the house (bēl bīti): 'send (someone) for Kalba, the father of Kulu,' then Tabat-išar will receive the mark or brand of slave woman status."²⁶

Witnesses (names of three persons) and scribe (name). Sippar, the third day of (the month) Du'uzu, the eighth year of Cyrus, king of Babylon, king of lands.

(The document was drawn up) in the presence of Zittaja, the mother of Tabat-išar" [cf. BRL II:8; Marx 1902:11]

Judging from the text, Kulu was preparing to marry Tabat-išar (or to cohabit with her) without the knowledge and consent of his father. The officials warned Tabat-išar in the presence of her mother that she would be turned into a slave if she did not stop meeting Kulu or if she married him without the consent of his father.

A similar situation may be implied by Cyr 312, in which a certain Nabu-aḫḫe-bullit contracted to married a girl named Tabluṭu without the knowledge of his father after receiving the consent of the brother of the girl. The father of Nabu-aḫḫe-bullit turned to a court of law, and the decision of the court invalidated the marriage contract. The judges warned Tabluṭu that she would be thrown into slavery if she were seen one more time with Nabu-aḫḫe-bullit.²⁷

²⁶gi-in-du šā amtu-ū-tu. Cf. Cyr 312:28 [šin]-da-tu amtu-ū-tu, "the marks of slave woman status."

²⁷Cf. Oppenheim 1944:14. Cyr 311, drawn up on the

In a document dealing with the trial of a person guilty of high treason, it is noted that he himself was executed, but that his "people" (nišū) were sold for silver [Weidner 1954/1956]. It is possible that members of the family of the condemned man are meant here. Enslavement for violation of law, however, was not an important source of slaves.²⁸

8th of Abu in the 8th year of Cyrus, just three days prior to Cyr 312, shows that Nargia had already betrothed his son to a woman named Kubbuttu. As Marx [1902:11f.] remarked, Nargia is a high palace official, and Nabu-uballiṣ, the brother of Tabluṣ, is described in Cyr 311 as belonging to the household of yet another palace official (rēš šarri ša muḫḫi bītāni), which may point to some court intrigue. In Middle Assyrian law, the amoral conduct of free women was severely punished [see Cardascia 1959a:91]. In Athens the Laws of Solon permitted selling into slavery daughters who had allowed themselves to be seduced [see Vallon 1936:57].

²⁸In the third and second millennia, the condemning of free persons to slavery for breaches of the law was more prevalent. For example, in Sumer thieves were turned over to their victims as slaves. The wife and children of a murderer who had been sentenced to death were also condemned to slavery [see Klima 1964b:21]. According to Sumerian law, if the son renounced his father, the latter could place upon him the brand or mark of a slave [BabL I:306]. The Code of Hammurapi [§141] permitted a husband to sell his dishonest or spendthrift wife, and the father could sell a son who did not treat him with respect. According to this same Code, a man through whose fault his neighbor's field was flooded had to compensate for the damage, and, if he was not in the position to do this, then he was to be sold [§54; cf. BabL I:222]. The

In the Neo-Babylonian period slaves were permitted to live as families, and their natural reproduction from generation to generation had great significance, being the major source for replenishing the number of slaves.

Turning prisoners of war into slaves was also a widespread phenomenon. There was an especially large number of such slaves in the palace and temple households. There are documents attesting to the sale of foreigners in Babylonia after a successful campaign.

Camb 334: "Iddina-Nabu son of Muṣezib-Bel has voluntarily sold to Itti-Marduk-balaṣu son of Nabu-aḫḫe-iddin descendant of Egibi his slave woman (qal-lat-su) Nana-ittija and her daughter of three months, an Egyptian²⁹ from his booty of the bow, for two minas of silver as the full price. Iddina-Nabu has received the silver, the two minas, the price of Nana-ittija and her daughter from the hand of Itti-Marduk-balaṣu.

Iddina-Nabu is responsible for false claims for vindication suits, (or) for claims that she is a royal slave (or) a free person which may arise concerning Nana-ittija and her daughter.

Witnesses (names of four persons), scribe (name). Babylon, the 22nd day of (the month) Kislimu, the 6th year of Cambyses, king of Babylon, king of lands.

This is in addition to the debt of 240 kur of dates which Iddina-Nabu(!) owes Itti-Marduk-balaṣu."

Apparently this woman and her child were captured at the time of Cambyses' campaign in Egypt in 525 (the document was drawn up in 524), in which Babylonians

enslavement of criminals also took place in ancient India and China [cf. Chanana 1964:138; Erkes 1954:23].

²⁹Line 4: (māt)mi-šir-'i-tum, "the woman inhabitant of (the land of) Egypt." The duplicate Peek 17 contains some deviations.

also took part.³⁰ Further, in a document from Uruk which was drawn up in 556, "a slave, an Egyptian," Nabu-ina-kari-lumur, is mentioned.³¹

From the contract Camb 143 it is possible to conclude that a slave who had been purchased in Elam was sold in Opis. Among the slaves of the Egibi family was also a slave woman from the distant land of Gandhara,³² which lay on the border with India. In the same vein, one Babylonian sold "his slave woman, a Bactrian,"³³ in 511 BC in Sippar.

In the majority of the cases under discussion, the slaves of foreign extraction bear typically Babylonian names (Nana-ittija, Nergal-nuri, Nana-silim, etc.).

³⁰Egyptian sources portray the Persian invasion as a migration of the inhabitants of all foreign countries, who arrived in Egypt along with Cambyses [see Posener 1936:167].

³¹YOS 6 2:3 (amēl)qal-lu (amēl)mi-šir-a-a. Cf. DJ p.268:1 mi-šir-ū-'i-tu qal-lat, "Egyptian woman, slave woman" (Babylon, 524 BC), and now Stol 1977:96.

³²Dar 379:44 (āl)ga-an-da-ru-i-tum, literally, "female inhabitant of (the city of) Gandhara" (dated: Babylon, 508 BC). Cf. YOS 6 148:3, where one temple slave is called (amēl āl)mi-šir-a-a, "inhabitant of (the city of) Egypt."

³³RP(NS) 4:104: (āl)ba-aḫ-tar-ū-'i-i-ti, "female inhabitant of (the city of) Bactria." Cf. also The Academy 34 (1888) 107-108. Weissbach [1911:144 n.1] thought that this was the same woman slave as "the Gandharian" mentioned in Dar 379. The grounds, however, for identifying them are insufficient, for, although the slave woman bears the name Nana-silim in both cases, their masters are different persons.

This is obviously to be explained by the fact that the Babylonians who captured or purchased these slaves changed their unusual names to Babylonian ones. That masters changed the names of their slaves according to their fancy is evident from the documents: "the slave woman Ṭabbatum, to whom he (the master) gave the name Šalam-dininnu,"³⁴ "the slave Rimanni-Bel, who is otherwise called Rimut."³⁵ The document Dar 53 may also be mentioned, according to which the kidnapper of a slave gave the latter a completely different name and then sold him.

The foreign extraction of some slaves is indicated by their personal names, as is apparent from the following text. Camb 384: "(In) the 7th year of King Cambyses, (on the) 1st day of Kislimu [...] Razamarma son of Razamumarga (and) Aspumetana son of Asputatika sold their slave women Kardara (and) Patiza for two and two-thirds minas of silver to Iddina son of Nabu-aḫē-iddin, the resident (of a rented house).

Artaruš, the headman of the merchants, said the following: 'I know that he has brought a half of his silver.'

(The document was drawn up) in the presence of the scribes Rimut and Murašu, the scribe of the house of the treasurers Ḥabaširu, and the Elamite Niriabignu. Seal of Artaruš."

As is evident from this document, the Iranians

³⁴TCL 12 94/Nbn 391:5 šumi-šū iš-ku-nu (dated: Babylon, 547 BC). Cf. Nbn 392, where this slave woman is again called Ṭabbatum, but in Nbn 390 Šalam-dininnu.

³⁵Nbn 697:2 šā . . . šu-un-šū im-bu-ū. Cf. also YOS 1 52:3 and BRM 2 50:26, which contain double names of free persons. It is known from the book of Daniel that Daniel and three of his fellow countrymen were given new names in Babylon.

Razamarma and Aspumetana sold to a Babylonian two slave women who, judging from their names, were also of Iranian descent. [Cf. now R. Zadok, Iran 14:74, who believes that the document under consideration was written in Persis.] Later some sort of disagreement arose regarding this transaction and for this reason Artaruš, the headman of the merchants, in the presence of three scribes and a certain Elamite, declared that the sellers had already received a half of the purchase price of the slave woman [cf. the translation in BRL II:67].

The following are examples of foreign slave names attested in Babylonian documents.

Egyptian: (m)pa-mu-nu [PBS 2/I 104:9; BE 10 88:9,12,etc.], (m)pa-a-ni-(d)e-si-i' [BE 10 129:18-19; TMH 2/3 148:17].³⁶

Aramaic: (f)ḥa-ma-ra-na-tu [CT 22 194:27-28]; (f)qu-un-na-a [CIS 2/I no.64:3].

Phoenician: Amat-Ba^cal [Millard 1962:48].

Hebrew: (m)ba-ri-ki-ili [Nbk 408:7; Nbn 1113:9];³⁷ (m)ba-rik-ja-a-ma [BE 10 60:2,8].

Iranian: (m)ar-tu-ū-pa-am [BE 10 129:17; TMH 2/3

³⁶Cf. the Elephantine papyrus of the fifth century BC, Cowley 1923 no.28, in which the slaves Petosiri and Bēl are mentioned. Judging from their names, the first is an Egyptian and the other a Babylonian. The names of the majority of slaves in Elephantine are Egyptian, but there were many slaves of Cilician extraction (ḥlkyn) on the estates of the satrap Aršama located in Egypt. See Driver 1965 no.5, and compare no.3, where slaves with Egyptian names (Psamšek-ḥasi, ^cAḥ-ḥapī, etc.) are mentioned.

³⁷Oppert [1888b:180] postulated that this Bariki-ili was one of those Jews who were taken prisoner at the capture of Jerusalem by Nebuchadnezzar II.

148:16; etc.]; (m)pat-i-ri-da-a-ta [McEwan 35:2].

The texts give no reason to suppose that treatment of slaves was to any extent dependent upon ethnic extraction. Most of the slave owners were, naturally, members of the local Babylonian populace. However, under the Achaemenids many Iranians (foremost among them the Persian nobility) appear as large slave owners: Artabarra, Artareme, Artahšar, Bagasaru, Ipradatu, Manuštunu, Uštanu, and others [see for example: BE 9 3a,4,6,11,13,72,84; BE 10 58,114,130; Dar 57,274,534,542; NRVU 677; PBS 2/I 105,128,201; UET 4 1].

The Hiring of Slaves and Free Laborers

Contracts concerning hired labor have been studied in detail from a juridical point of view by historians of cuneiform law [San Nicolò 1938b:216, 1950a:10f.; NRVU:182-184; Oppenheim 1936:21-23; Petschow 1956:28,56,111]. Special legal formulas were used in drawing up such documents, which indicated, on the one hand, the obligations of hired laborers and, on the other hand, their rights. The following expressions are characteristic: *ana idī(šu) ina pān PN šuzzuzu*, "to be (literally, 'to place oneself') at the disposal of PN (name of employer) for (his = employee's) wages"; *našparta ša PN alāku*, "to be in the service of PN" (literally, "to go on the instructions of PN").³⁸ Sometimes both these phrases are encountered together in the same document, and in one instance [Dar 158] the phrase *ana idīšu alāku* is used: "to work (literally, 'to go') for one's wages." In some documents [Nbn 299 and others] an expression is used that is usually encountered in contracts dealing with the leasing out of things: "PN₁ rented out PN₂ (to the employer) for his (the employee's) wages."

Contracts concerning the hire of laborers were usually made for one month or for one year, but sometimes also for several months or two years. In the contracts are established the duration of service, as well as the exact dates of the commencement and conclusion of the work.

Labor contracts contain the stipulation that while the hired laborer is working for the employer for a

³⁸The expression (*amēl*)*ālik našparti*, "one who goes on orders," i.e., agent, which occurs in documents of the Persian period, derives from this phrase [see NRVU:185].

fixed period of time, he may not quit his job and seek another. In those instances when the hired laborer was forced for some reason to miss a certain number of work days, he was under the obligation to find a substitute for himself, to pay him the corresponding wage, and to provide him with the usual ration of food. If the hired laborer was a slave, the master did not have the right to sell or to give him to another person for the period of hire stipulated in the contract.

The wages for hired labor, both those of a slave and those of a free man, were designated by the word *idū*.³⁹ One and the same term was also used for the designation of wages in labor contracts, for the rental fee of movable property (for example, of asses and boats), and for rent payments for immovable property, such as houses and warehouses [see Ungnad 1937a:7].

When the hire of slaves or a younger member of a family of free persons was concerned, the labor compensation paid by the employer was often called *mandattu*.⁴⁰ This same term also designated the

³⁹In one document [UET 4 197, Babylon, 620 BC] the plural form *i-da-a-ta* occurs.

⁴⁰The word *mandattu* (or *maddattu*) derives from the verb *nadānu* and means literally "tribute or contribution" [see Ungnad 1937a:91]. In a number of texts, this word is used to designate state taxes [see the Akkadian version of the Behistun inscription, §7; Ezra 4:13,20; 6:8; 7:24]. In some contracts dealing with the leasing of land drawn up in Nippur in the fifth century, the term *mandattu* is used to designate the commission (generally in the form of cows, sheep, and goats) owed by a lessee to a lessor, in addition to the fixed rent payment (*sūtu*). Cf. in this respect *mandattu ša zēri*, "present from land" [see BE 9 45,59,65,67; PBS 2/I 158,163; and cf. Augapfel 1917:34;]

compensation due for the forced labor of slaves or members of a family of free persons given in antichresis (a debt security with the right to use as a laborer the person given as security), as well as the quitrent that slaves paid their masters from their peculium.

Hired laborers most often received their pay at the end of the period of hire, but frequently also in two installments, half at the beginning and the other half at the end. Sometimes wages were paid in advance [see NRVU:182; Oppenheim 1936:23]. As a rule, wages were paid in silver, but sometimes partially or wholly in wool, barley, and dates. The documents either indicate the payment agreed upon or mention that the laborer will receive the usual pay for a given type of worker. In addition, the worker received food every day in the home of his employer on top of his wages, and sometimes also clothing. In some cases, the hired laborer was given his monthly food ration right away. However, sometimes these rations were included in the pay and were reckoned up in the final settlement [NRVU:183].

Cardascia 1951:75,135,198]. In documents of the fourth century BC from Ur the expression *mandattu ša eqlī* (literally, "gift from the field") has the meaning "payment for rented land"; see, e.g., UET 4 41:10-11 concerning the leasing out of a field (*a-na man-da-tum*) for four years [see also UET 4 42,43,44,46]. UET 4 26:6 contains the expression *man-da-at šā bābu-ū-tu*, which is apparently to be translated "income from (the position of) keeper of the gate" [or, perhaps, fees which the gatekeeper collected from people passing through the gate; see Figulla 1949:8]. Finally, in CT 4 44a, the word *mandattu* is used in place of the normal *idū* for the renting of a boat and has the meaning "rent payment" [see Oppenheim 1936:96].

The rate of pay for hired labor of free workers fluctuated from three to twelve shekels a year and, in certain cases, up to thirty shekels or more. In exceptional cases, wages reached sixty shekels per year. Boatmen and persons working on earthworks received particularly high wages. The daily pay of an adult worker, regardless of whether he was free or a slave, was, on the average, about six liters of barley per day, i.e., twelve kur of barley in a year or twelve shekels of silver. The younger workers received about six shekels of silver a year. Monthly pay, as a rule, fluctuated from one-half to three shekels, but sometimes reached eight shekels, i.e., in proportion to working time, considerably higher than the average yearly pay of the hired laborer.

Persons breaking a labor contract paid a fine, the size of which is usually indicated in the documents.

The documents record the following circumstances involving hired labor: 1) the parents hire out their children or the older brothers hire out the younger members of the family; 2) slave owners hire out their slaves and receive payment for their labor; 3) free persons hire themselves out. In the first two cases, the formulas of the documents and the conditions of hire do not differ from one another.

Let us examine more closely the contracts concerning the hire of slaves.

A woman hired out her slave (*qallu*) for one year to a certain Bultā for three shekels of silver. At the beginning of the contract year she received one and a half shekels of silver, but at the end of the year she was supposed to receive barley for the remaining one and a half shekels.⁴¹ Another woman hired out a slave

⁴¹ NRVU 154 (the town of Nurea, 562 BC). Cf. NRVU 155, according to which, after four months' time, this same Bultā hired a free man. The fragment NRVU 149

who belonged to her son for sixty qa (c. 60 liters) of barley a month [BE 8 119, Babylon, 485 BC].

Labaši hired out a slave to Tabija son of Nabu-apla-iddin for six months. He was supposed to bring his slave and hand him over to the lessee on the first of the month of Simanu. All wages due (mandattu) were to be paid in advance. From that day on, when the slave did not work,⁴² Labaši had to return to Tabija a proportional amount of the wages, calculated at three shekels a month. Further, it was noted in the contract that, while the slave was serving the employer, the owner did not have the right to sell him [NRVU 152, Babylon, 556 BC].

According to another contract, four persons (šābē) who belonged to a certain Iqiša were placed at the disposal of a certain person, who was obligated to pay their master for their work at the rate of one shekel of silver a month [NRVU 159].

As far as can be understood from a partially destroyed text, Arad-Marduk hired out his slave smith for a term of two years. The employer was Marduk-našir-apli from the Egibi business house. However, the sum due remained unpaid for the space of four years after the conclusion of the period of hire and was paid out only after the governor of the town of Babylon gave orders to that effect. If I correctly understand this text, the wages for two years equaled six minas, i.e., a rate of 180 shekels a year at a time when the normal rate was twelve shekels [Dar 206, Babylon, 516 BC]. Apparently, interest from the wages and possibly a fine were included in this sum.

(Sippar, 572 BC) indicates that Bultā made a payment to a certain Arad-Nabu for the labor of a slave (or perhaps, of a member of the family).

⁴²ina ūmu(mu) ma-la . . . i-bi-iṭ-li-ma (baṭālu, "to stop work").

One slave owner received wages for his slave of three pān one sūt (c. 114 liters) of barley for one month, four sūt (c. 24 liters) of this being the monthly rations of the hired laborer [NRVU 157, 524 BC]. According to another document, the daily wages of a slave consisted of two sūt (c. 12 liters) of barley [Nbk 193]. Itti-Marduk-balaṭu of the house of Egibi hired out a slave for a year for nine shekels of silver. Half of the money was paid in the middle of the year and the remaining half at the end [Nbn 299].

According to TMH 2/3 214, a slave who had been sent to learn the baker's trade was to remain with the baker after the completion of his training, and the master baker was obliged to pay his owner wages in cash (the amount is not preserved). The yearly wages for a slave who had been sent to a craftsman for advanced training in the shoemaker's trade consisted of ten pairs of leather shoes,⁴³ and a slave weaver was paid nine, or perhaps nineteen, shekels of silver, apparently per year [Cyr 315].

Let us examine in detail the document Nbn 610: "One kur four pān one sūt of food, the previously earned wages (of the slave) Nabu-lu-salim is due to Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin descendant of Egibi, from Šidatu, the daughter of Ḥandašu. She must pay in full by the end of (the month) Araḥsamnu.

Witnesses (the names of two persons), scribe (name). The (district called) Palace of the King of Babylon.⁴⁴ The 22nd day of (the month) Du'uzu, the 12th year of Nabonidus, king of Babylon."

⁴³Dar 457. Cf. also the letter fragment YOS 3 186:33, where the "wages of a slave" (i-di šā ardi) are mentioned.

⁴⁴A suburb of Babylon which received its name from the summer palace of Nebuchadnezzar II, built on the northern edge of Babylon [see Unger 1931:86-87].

As can be seen from this text, Itti-Marduk-balatu hired out his slave for about 330 liters of some type of food product. The document was drawn up in the month of Du'uzu, and the wages had to be paid toward the end of Arahsamnu, i.e., in three months' time. The duration of the term of hire is not indicated in the text, but, if the slave was at the disposal of the employer for a space of three months, his daily wages would have consisted of a little over three liters of food.

NBDMich 47 indicates that Tabbatu, the daughter of Bel-etir, was obliged to give the slave woman (amtu) of a certain Eriba one dress annually. Apparently this was a slave woman who had been hired out.

Sometimes temple slaves were also hired out. For example, a slave who belonged to the Eanna temple was hired for five shekels of silver a year [YOS 7 152]. The temple of the god Marduk in Babylon received two and a half shekels of silver in wages for a slave [TCL 13 206]. Eight shekels of silver (apparently, the annual wage) were paid to the Ebabbar temple in Sippar for a slave [Nbn 403].

Finally, in a number of cases slave owners hired out young slave women to brothels (see p.132ff.).

Some documents record the payment of wages or the equivalent for the labor of slaves who for some reason were staying with other persons and working in their households [see San Nicolò 1950a:14]. In a number of such cases, it is a matter of slaves who were hired and not returned on time, or runaway slaves who hid themselves at another person's house. Let us examine briefly the contents of these documents, although they are not labor contracts.

One married couple obligated themselves to turn over a slave to the above-mentioned Tabija (p.116) by a certain time or otherwise pay two shekels of silver

monthly for him.⁴⁵ Another married couple undertook the obligation to take a slave woman from Sippar to Babylon and to give her there to her owner, as well as to pay him the monetary equivalent of her duties for the three previous years and for every day after the drawing up of the contract right up to the time when the slave woman was returned to her owner [NRVU 664, Sippar, 550 BC]. Nbk 390 indicates that, if Uqupu, who belonged to a certain Zerija, was discovered at Nabu-etir's, the latter had to pay Zerija at the rate of one sūt (c. 6 liters) of barley for every day that this slave stayed with him. A certain Rimut received from a person one and one-third mina of silver as the price of a runaway slave and twenty-three shekels as the equivalent of his duties⁴⁶ from the time when the slave hid at the other person's place. For this, Rimut promised that he would not bring a legal suit on account of the slave. However, later the parties agreed that Rimut would take the slave and return the sum taken for him, retaining the payment for his duties.

Documents which record the turning over of slaves to various craftsmen to be trained also give some idea about the size of slave wages. In those documents the stipulation is made that, if the master craftsman does not fulfill his obligation to teach the slave the craft in question in its entirety and compels him to do other kinds of work, he must compensate the slave owner by

⁴⁵NRVU 660 (Babylon, 571 BC). Cf. NRVU 648, from which it is apparent that two years later this slave was with Tabija [see NRVU:571].

⁴⁶BIN 1 141:17 man-da-at-ta šá (amēl)qal-la. See also JRAS 1926:105, where a man is obliged to return three slave women (hired by him?) before a definite date or otherwise pay their master mandattu for them.

payment in kind or in money for the slave's labor equivalent (mandattu). For example, according to Cyr 64, if a master craftsman did not train a slave placed at his disposal for five years to learn the weaver's trade, he was required to pay one sūt of barley for every day that the slave remained with him, i.e., a total of twelve kur per year. A master craftsman also had to pay the same amount if he did not train a slave to the baker's trade.⁴⁷ In both cases the owner of the slave had to provide food for the slave (and, according to the terms of the first contract, also clothing) for the period of his instruction. In one case, the work equivalent for a slave apprentice was reckoned at one-half sūt (c. 3 liters) of barley per day [Cyr 313] and, in another [Cyr 325], at five shekels of silver per year, i.e., about half as much as in similar contracts. Such low rates of pay were probably conditioned by the fact that in the given case the apprentices were underage, and, in addition, the master craftsman himself, and not the owner, was obliged to feed them.

Thus, although the value of the work duties of slaves fluctuated [cf. in detail Petschow 1956:109 n.339], in most cases they were reckoned as being equal to twelve kur (c. 2160 liters) of barley, or, calculated in money, twelve shekels of silver. This rate was considered to be the stable, fixed equivalent of a year's labor by a healthy, adult slave. This is also indicated by the fact that the royal law court, in examining a suit involving a temple slave who had been turned over to a creditor on terms of antichresis, appraised his day's work at one sūt of barley [RA 12:6; see in detail ch. II p.541ff.], i.e., twelve kur per year. As I have noted above, this amount was also the

⁴⁷Cyr 248; TMH 2/3 214. Cf. Berens 103 where the labor of an apprentice who was the son of a freeman was also valued at one sūt of barley per day.

average annual pay of a free hired laborer.⁴⁸

To appraise the specific proportion of slave labor in production it is necessary to examine briefly the documents concerning the hire of free persons [for hired labor in Babylonia see: San Nicolò 1931a:242f.; Oppenheim 1936:20-23; Mendelsohn 1943b; Dandamaev 1964].

The free hired laborer⁴⁹ is designated by the term *agru*⁵⁰ [for this term see Koschaker 1937:385], derived

⁴⁸See Cuq 1929:407; San Nicolò 1934b:341; Petschow 1956:109 n.339. The assertion of Dubberstein [1939:40] and Mendelsohn [1949:112] that hired slaves worked for lower wages than free persons is based on isolated documents and for this reason does not correspond to actual conditions.

⁴⁹I use the term "free hired laborer" to designate those individuals of the free populace who worked for wages for economic reasons. Legally they were persons enjoying full rights, in distinction to slaves and various other groups making up the dependent populace. Sometimes even persons who owned one or two slaves worked as hired laborers. The actual position of free hired laborers was not always stable, and some apparently became slave debtors. Artisans who were engaged as hired labor on the temple estates worked in the temple workshops and used tools belonging to the temple, but sometimes artisans (for example, weavers) concluded contracts for manufacturing goods at home from materials supplied by the temples. Hired laborers engaged in agricultural work probably had land allotments for their own use, but were not able to subsist from them.

⁵⁰Usually written with the logogram LÚ.HUN.GĀ, but sometimes phonetically.

from the verb *agāru*, "to hire." According to one document, a daughter was hired out by her parents. The amount of her pay is not preserved, but she specifically received clothing from her employer [NRVU 156]. Further, a father hired out his son to a certain woman for four shekels of silver a year [Cyr 278]. The contract contains the interesting stipulation that during Ajaru and Tašritu⁵¹ (the second and seventh months of the year) the son must work (*našparta alāku*) for his father. This, in the opinion of Oppenheim, indicates the existence of a custom under which the hired laborer could work for a limited period of time during the course of a labor contract period, not for the employer-contractor, but for the person who hired him out.⁵²

In the town of Nurea a certain Šamaš-iddin son of Tabija was hired out for a two-month period for two minas (about one kilo) of wool and more than two pān three sūt of barley (i.e., more than c. 90 liters; the beginning of the figure is not preserved). A person breaking the contract had to pay thirty shekels of silver [NRVU 153]. In the same town of Nurea, a certain Nabu-mukku-elip hired out his brother for one

⁵¹Instead of Tašritu, Oppenheim [1936:22] read Ululu, which is clearly incorrect.

⁵²Oppenheim 1936:22. Oppenheim pointed out that, in the Old Babylonian period, the hired laborer had a specific number of days when he was free to work in his own household, although doubts do arise about the correctness of the opinion expressed by Schorr and also maintained by Koschaker and San Nicolò that in contracts of the Old Babylonian period it is indeed a question of three rest days per month for the hired worker [Oppenheim 1936:97-100, where the literature is cited].

month and got one-half shekel of silver for him. The penalty for a breach of contract was fixed at thirty shekels of silver [NRVU 155]. A father hired out his daughter as a wet nurse for a year and received one shekel of silver a month. For this, half of the total wages was paid in advance at the time when the contract was drawn up, and the employer had to furnish the food for the wet nurse [BE 8 47]. A mother hired out her daughter for two years at twelve shekels of silver a year and received the entire pay in advance. This contract contains stipulation that she may not leave for other work during the period of employment [NRVU 158].

The holder of a share of the income of a temple office (*isqu*) hired a man for one and a half shekels to discharge his duties involved with temple maintenance or security for the period of a month [TMH 2/3 205 = BE 8 8]. In the town of Kar-Nana, five men were hired to draw water (*ana dalf*) for a certain Silim-Bel [YOS 6 4]. They were to receive the wages and food rations established for water drawers (*dāld*). If any of them missed a day, he was to find a replacement for himself. A document from Ur also attests to the hire of nine drawers of water [UET 4 51]. As food rations they were allotted one pān three sūt (c. 54 liters) of barley and one kur (c. 180 liters) of dates (the term of their period of employment is not mentioned).

In the town of Hurra-ša-Banitu, a certain Balatšu was hired "for plough work" (*ina muḥḫi epinni*). He received one pān four sūt (c. 60 liters) of barley as two-thirds of his wages. It is not possible to determine the period of employment because the tablet is poorly preserved. A person breaking the contract had to pay ten shekels of silver [NRVU 151]. From a document from the time of Nabonidus it is possible to conclude that a certain Marduk-eriba, together with his son and slave, were employed as seasonal hired laborers to harvest barley [NRVU 710]. A certain Bulṭa received one and one twenty-fourth shekels of silver for a

month's work for his creditor [NRVU 150]. An adult laborer received one shekel a month and a younger laborer one-half shekel [UCP 9/I I 54]. The value of the hired labor of another free man also equaled one shekel of silver a month, and this wage was determined by agreement [Camb 162].

In other documents, however, the wages of hired laborers is considerably higher. A certain Zababa-iddin was hired to work for four months for ten shekels. He was to receive half of his wages at the beginning of his work and the remaining part not later than ten days before the conclusion of his term of employment. A fine of five shekels was fixed for breach of contract [Nbn 210].

One boatman hired himself out to Marduk-našir-apli of the house of Egibi to take a boat to Babylon⁵³ for eight shekels of silver a month and food rations which included oil. It is to be noted that he received ten shekels in advance [Dar 158]. Another boatman was hired by the same Marduk-našir-apli for wages of thirty shekels of silver a year, twenty of which he received in advance.⁵⁴

A certain Ardija was hired for forty days to fatten three oxen which were to go to the king as a gift (nāmurtu). He was to receive one shekel a month with one shekel to be paid in advance [AnOr 9 10].

Rimut-Ninurta of the house of Murašu concluded a contract with some farmhands to deliver grain and to put it into a barn [BE 10 29]. Another document

⁵³it-ti (iṣ)eleppi il-lak, "he is to go with the boat."

⁵⁴Dar 215. Cf. Nbn 913, which indicates that a man "who is to go with a boat" received fifteen shekels of silver and four hired laborers received thirty shekels together.

attests to the hire of watchmen to guard fish ponds belonging to the house of Murašu [PBS 2/I 112]. A certain Aḫ-iddin received one hundred kur of dates, one hundred empty vessels, and other items, as well as two hired laborers from his contractor and obligated himself to brew one hundred vessels of sweet beer [BE 9 43]. One hired laborer who was engaged in the construction of a dam received two and a half shekels a month. He is aided by three slaves belonging to his employer [NRVU 626]. Two contracts from Ur record the hire of some boys who were to carry gifts at the ceremonial departure of the king [UET 4 48,49]. Another contract from the same city deals with the hire of a farmer to cultivate a field [UET 4 50].⁵⁵

As far as I know, there are no documents concerning hired labor on the royal estate, with the exception of those cases where royal property was under temple supervision. The use of hired labor on temple estates is attested in many texts, and to obtain an integrated picture of the situation it is appropriate to consider these texts here.

Millers, jewelers, and other persons worked for the Eanna temple and received, in a particular case, flour for their work (a-na ag-ru-tu) [UCP 9/I I 99]. Ten hired laborers, (amēl)a-gar-ru-ū-tu, were engaged in construction work in the Ebabbar temple [Nbn 804]. One document attests to the payment of wages to forty herdsmen for seven months at one shekel of silver a month per man [TCL 12 110].

The fragmentary document NRVU 887 fixes a payment of more than sixteen and a half minas of silver for 7436 days of work in the space of a single month; i.e., about 248 workers received about four shekels apiece

⁵⁵Cf. also the fragmentary text NRVU 149 and GCCI I 58, according to which a man borrowed fifty shekels of silver to pay off some hired laborers.

for one month. Here, apparently, earthwork is involved. According to NRVU 794, 330 men worked on the construction of the ziqqurrat at Babylon for a period of twenty-six days (a total of 8580 man-days) in 556 BC. However, in the given instance, it is possible that community labor obligations were concerned.

A rather large number of documents attests to the payment of monetary wages to workers digging or cleaning out irrigation canals belonging to the Eanna temple in Uruk or royal canals under its supervision.⁵⁶ According to one of these documents, four hired laborers received three and a half shekels of silver for digging a canal of one hundred and ten cubits in length, and four and a half shekels were paid to a group of hired laborers who dug another canal [GCC I 268]. Documents attest to the distribution of rations to persons hired to work on the construction of canals by the administration of the Eabbar temple in Sippar [Cyr 187,289].

A number of texts mentions the payment of money and rations (especially beer) to hired laborers engaged in manufacturing, baking, painting or glazing, and delivering bricks to construction sites on the estate of the Eanna temple [GCC I 8,280,352,393; NBD Mich 17]. In addition, ship carpenters⁵⁷ and boatmen worked for the Eanna temple as hired laborers [TCL 12 74; TCL 13

⁵⁶(amēl)agrūtu(meš) šā nār (šarri) i-ḫe(//ḫar)-ru-ū, "hired laborers who are digging the canal (of the king or temple)"; a-na ḫe-ru-tu nāri, "(wages) for the digging of the canal"; see GCC I 268,270,282,284,295,317,323,369,376. Cf. also SAKF 140, which records that hired workers engaged in the construction of a canal received bitumen required for their work.

⁵⁷GCCI I 379:9 (amēl)naggār (iṣ)eleppēti(meš) (amēl)agru.

232; YOS 6 99]. Other hired laborers were engaged to pull boats,⁵⁸ to guard temple property [YOS 7 154], to work "in the shed for the oxen,"⁵⁹ to prepare soil for planting [GCC I 408], to gather straw [GCC I 364], and to do other duties. [For the use of hired labor on temple estates, see also: YOS 6 109,244; YOS 7 184; GCC I 131,160,283,312,338,365,377,414; SAKF 144].

Two documents give a good idea of the number of hired laborers employed on the estates of the Eabbar and Eanna temples. According to NRVU 743, 138 men, broken up into detachments of fifteen to eighteen men under the direction of their foremen, were engaged in storing (the harvest in the granaries). According to GCC I 408, the foreman of a detachment of one hundred men received money to distribute to his hired laborers.

Let us go on now to an examination of the data concerning hired labor that is contained in the business correspondence of temple officials. A temple official complains that a heavy responsibility rests upon him, because four thousand measures of earth (qaqqar) have to be excavated, of which, at the time of the sending of the letter, only two hundred have been dug out (ḫerrū). The letter also reports that there are no rations for the workers and that the silver and wool which were on hand have already been given out. At the same time, the temple gardeners are requesting new workers. So the author of the letter asks that one hundred hired laborers⁶⁰ and "people of the marsh of

⁵⁸GCCI I 350:1-3 (amēl)agrūtu(meš) šā (iṣ)eleppēti(meš) a-na sip-par i-šad-da-du, "hired laborers who pull boats to Sippar" (received fifteen shekels of silver).

⁵⁹GCCI I 255:2 dul-la ina bīt alpē(me) ip-pu-šu.

⁶⁰(amēl)šābē(me) (amēl)agrūti(me).

the god Šamaš⁶¹ be sent to him, as well as the wages and rations⁶² for them: ten talents (c. 302.4 kilograms) of wool, ten shekels of silver, and five kur (c. 900 liters) of flour. In conclusion, the author of the letter emphasizes that the hired laborers are in need of food and that two pān (c. 72 liters) of barley in the district where the work is being conducted cost one shekel of silver, i.e., two and a half times as expensive as the normal price [YOS 3 33].

In another letter [YOS 3 19], a temple official writes his superior (šatammu) that one thousand measures of earth have to be excavated, but that there is no end to the work in sight, because the land which he has been allotted is very difficult to work with. The silver and wool which were at his disposal have been completely distributed to the hired laborers. They are demanding three shekels of silver for every "earth cubit" excavated.⁶³ In addition, the author of the letter reports that money must be given to the hired laborers, since many "evil rumors" against the temple officials are circulating among them. For this reason he asks that a man with twenty minas of silver and wool in the value of ten minas of silver⁶⁴ be sent to him immediately.

⁶¹(amēl)šābē(me) šā raq-qāt (d)šamaš.

⁶²i-di u kurummatu.

⁶³ammāt qaq-qar a-na 3 šiqil kaspi i-her-ru-ú. Unfortunately, the nature of the work is unclear. From the letter it is only apparent that some kind of earthwork is involved.

⁶⁴The total amount of the wages for the hired laborers was, therefore, about fifteen kilograms of

A third letter requests wages for two hundred hired laborers, because, although a part of a canal is to be dug by temple slaves, another part must be dug by hired laborers. For this reason hired laborers⁶⁵ must be found, and money is urgently needed for this.

The author of a fourth letter [YOS 3 69] complains that he has no hired laborers at all, because they quit their work and left. A laborer who had been hired for a month worked only five days and then ran away. Some hired laborers are demanding five shekels a month. The letter also contains a request to send workers, as well as silver to buy barley and dates for them, since there are none of these provisions in the Eanna temple. If this is not done, it will be unpleasant for both of the officials. It is mentioned, in conclusion, that food rations of thirty-six qa (c. 36 liters) of barley per man must be distributed for each fifteen-day period.

According to a fifth letter [CT 22 133], the hired laborers have gathered around the temple official and are demanding their pay. Their demands must be met or they will cease working.

In a sixth letter [CT 22 196], the author reports to the priest of Sippar there are not enough people to build an enclosure wall for a date grove that has just been planted. He asks that people be sent to build the wall or whether the hired laborers who did the harvesting should build the wall. Another complains that the necessary number of hired laborers is not at the disposal of the overseer. A weaver has run away, and the eight remaining men cannot cope with the entire volume of work. The writer of the letter also reports

silver, or the equivalent of 324,000 liters of barley. From this it is apparent what a large number of hired workers was engaged in work for the temple.

⁶⁵TCL 9 129, YOS 3 17: (amēl)agrūti li-gur-ru, "let them hire laborers."

that he has brought in another five hired laborers [YOS 3 58; see also YOS 3 39,71,166].

The documents cited above contain valuable information about the use of slave labor and free hired labor in various spheres of economic activity. Often the documents do not indicate what work was being done by the slaves who were hired. In all probability, in most cases, they were engaged in housework. Sometimes hired slaves were artisans (smiths, bakers, shoemakers, etc.), but information about hired slaves is very scant, and this fact undoubtedly indicates that the hire of slaves was only reluctantly and rarely resorted to. The wages for slave labor were the equal of the wages of the free hired laborer, but differed from the latter in that the slave tried to avoid work in every possible way. Besides, slaves probably only worked under contract guaranteeing a specified rate of compensation, whereas free laborers were often at the mercy of their employer. Thus, it was probably more advantageous to hire free persons [cf. Mendelsohn 1943b]. Free laborers were, for the most part, engaged in farming and heavy labor on the earthworks involved in the system of irrigation. As far as artisans belonging to the ranks of free men are concerned, they did not usually work as hired laborers but basically worked in their own workshops and concluded contracts for orders of various manufactured objects (see p.279ff.).

As we have seen above, temples and private individuals were forced to resort on a large scale to the use of free labor in certain skilled trades, in agricultural work, and especially in the execution of heavy types of work. However, it was sometimes difficult to find the necessary number of workers, and, in such cases, they had to be hired at an extraordinarily high rate of pay, up to sixty shekels a year instead of the average pay of twelve shekels.

In the Late Babylonian period, parties of hired laborers numbering up to several hundred men are

frequently encountered. They refused to work as a sign of protest against overdue wages and interruption of their food supply. They would not agree to work for low pay and, in certain cases, even threatened their employers with violence. It is apparent from the correspondence of officials that the temple administration realized the necessity of meeting the demands of hired laborers, since, if the latter refused to work, it was apparently not possible to replace them with skilled temple slaves [cf. Mendelsohn 1949:106]. This large body of hired workers was composed of impoverished free men unable to redeem the plots of land or other property they had mortgaged or pawned, as well as of persons possessing only small amounts of land. The sobriquet or nickname *agru*, "hired worker," which became the generic name for professional hired laborers, is encountered in some documents [AnOr 8 4:3; BIN 1 101:18; Camb 319:4; NRVU 107,235,249,626; cf. UET 4 95:13 (Ur, 388 BC), where one of the witnesses to the contract is called by his profession *agru*, "hired laborer"].

The Hire of Slave Women for Use in Brothels

In the Old Babylonian period prostitution was still widespread among free women within the confines of a cult [e.g., *ištarītu*; cf. Mendelsohn 1949:132f. n.57; Ebeling 1959c] and beyond it (*ḥarimtu*). In social relations prostitutes were regarded as belonging to the lower strata of society, but cruel behavior toward them was punishable by law. Temple prostitution in Babylonia from the fifth century and later is attested in the reports of Herodotus [I.199] and Strabo [XVI.1.20], according to whom all Babylonian women formed liaisons with foreigners and received money which they gave to the temple of the goddess of love, Aphrodite (*Ištar*). It is clear that both Classical authors mistakenly attributed to all Babylonian women the obligation characteristic of a hierodule [Baumgartner 1950:81f.; cf. Cardascia 1959a:91].

At present only two documents concerning free women engaged in prostitution are known from the Neo-Babylonian period. According to one of these texts [AnOr 8 14, the town of Abatu; see San Nicolò/Petschow 1960:6], a certain Innin-šum-ibni adopted his nephew (the son of his sister), who was only seventeen days old. According to the terms of the contract, while the mother of the child was fulfilling her duties as a hierodule,⁶⁶ the son would have to remain with her. When she married a free man,⁶⁷ Innin-šum-ibni would have to pay her twenty shekels of silver "for the feeding and upbringing" of the child he has adopted.

Although the term *ḥarimtum* was used to designate a

⁶⁶*ḥa-ri-i'-ū-tu te-ep-pu-šu*; *ḥari'ūtu* is the abstract substantive of *ḥarimtu*; see AHW:325, CAD H:102.

⁶⁷(*amēl*)*mār banī(i)*.

prostitute in Old Babylonian society and at Nuzi, and in the Middle Assyrian laws is applied to the ordinary prostitute [van Praag 1945:50; Cardascia 1959a:91], in the above-mentioned Neo-Babylonian document it, in all probability, refers to a hierodule working as a temple prostitute.⁶⁸ In particular, this is attested by the fact that, judging from the context, the *ḥarimtum* expected to marry, at a time when no one married an ordinary prostitute [for textual references, see CAD H:101].

According to the terms of a sixth-century marriage contract discovered in the Syrian town of Neirab [Dhorme no.23], a certain Nabu-eṭir gave in marriage his sister who until that time had been a hierodule.⁶⁹

In the seventh to the fourth century, as in all periods in ancient Mesopotamia, cohabitation with slave women was tolerated [see, e.g., YOS 6 66, Uruk, 532 BC], but a reduction of the share of the property falling to the legal wife was not permitted, especially if she had borne children. In addition, slave women were frequently hired out to brothels or to single individuals as concubines [cf. BRL III:28; Ebeling 1938a; Mendelsohn 1949:54]. In the Neo-Babylonian period brothels already were called "the place where they know slave women" [see Nbk 409:5-6].

Nbn 679: "When Amtija, the slave woman of Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin descendant of Egibi, testifies with regard to Nur-Sin son of Šamaš-aḥ-iddin descendant of the superintendent of construction the following: 'You knew my charms,' Nur-Sin must pay Itti-Marduk-balaṭu the quitrent for Amtija.

⁶⁸See San Nicolò 1935a:18 n.2.

⁶⁹*ištarītu* (NU.MAŠ-ti).

Witnesses (the names of three persons), scribe (name). Babylon, the 20th day of the first Addaru, the 12th year of Nabonidus, the king of Babylon" [cf. the translation in BRL IV:29].

The following document indicates that after five days apparently the same slave woman was placed at the disposal of another person.

Nbn 682 [cf. the transliteration and translation, KB 4:244]: "If Amtija, the slave woman of Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin descendant of Egibi, is seen with Guzanu son of Nabu-muṣetiq-uddi descendant of Etel-Adad, he (Guzanu) must pay Itti-Marduk-balaṭu quitrent for her for the time that he will be with her⁷⁰ at three sūt of barley a day.

Witnesses (the names of three persons), scribe (name). Babylon, the 25th day of Addaru, the 12th year of Nabonidus, the king of Babylon."

Nbk 409: "Every time [...] the slave woman⁷¹ of Nabu-aḥḥe-iddin son of Šula descendant of Egibi is seen in the brothel of Kalba son of Marduk-eriba, he (Kalba) must pay him (Nabu-aḥḥe-iddin) . . . a day. He (Kalba) is using⁷² (her) to make money. Kalba (is to receive) one part (of the income) and Nabu-aḥḥe-iddin three parts(?).

Witnesses (names of three persons) and scribe (name). [...] day of the intercalary Addaru, the 42nd year of Nebuchadnezzar, the king of Babylon" [cf. the translation BRL IV:28].

UCP 9/I I 53: "Every time that Hibil, the wife of

⁷⁰it-te-še-mu-ú, literally, "(when) it is heard about him (that he is with her)."

⁷¹Her name is not preserved.

⁷²Literally, "he will place."

Bel-zeri, is seen together with Šula son of Ardiya, Šula [must pay] Belet of Uruk ten shekels of silver monthly quitrent.

Witnesses (names of three persons) and scribe (name). Uruk, the 17th day of Simanu, the 28th year of Nebuchadnezzar, the king of Babylon."

It is evident from the documents examined above that Nabu-aḥḥe-iddin of the house of Egibi, and later his son Itti-Marduk-balaṭu, placed their slave women engaging in prostitution at the disposal of various persons for three sūt (c. 18 liters) of barley a day⁷³ or turned them over to a brothel, the keeper of which apparently paid the master of the slave three-fourths of the earnings.

As was said above, free unmarried women engaged in temple prostitution. The document UCP 9/I I 53 apparently indicates that temple slave women (including married women) were also hired out as concubines.⁷⁴

⁷³It has already been mentioned above that the daily pay of an adult worker (free man or slave) was one sūt of barley. In UCP 9/I I 53, the monthly payment for cohabitation with a slave woman is ten shekels of silver, at a time when the yearly wages of an adult worker consisted of twelve shekels.

⁷⁴YOS 7 56 and 92 (Uruk, 533 BC), however, contain an injunction against two persons (a man from the city of Kish, as well as an Arab by the name of Zabdiya) forbidding them to meet with two temple slave women named by name under threat of punishment. Dougherty [1923b:66], citing both these documents, believed that temple slave women were not allowed to perform immoral acts. It is, however, possible that these cases concern persons who were only temporarily in Uruk and who could thus leave without paying the temple the

appropriate fee. It is also possible that certain groups of temple slave women (one text involves a širkatu and the other a zakītu) were actually not allowed to form relations with men.

The Pledging of Slaves

Neo-Babylonian laws dealing with mortgages and pawning have been examined in detail by Petschow;⁷⁵ therefore, we will examine briefly the basic conclusions of his investigations.

In the period in question, the items serving as pledges or security were houses, slaves, members of families of free persons (only children and not the wife), livestock, money, and other movable property, as well as income which a person received for service in a temple [Petschow 1956:52f.]. The intensive use of mortgaging, pawning, or pledging is connected with the development of credit in the Neo-Babylonian economic system. Property which could be mortgaged or pawned was called *maškānu* from the verb *šakānu* "to put (down)," and the abstract substantive meaning "pledge" is *maškānūtu*. However, the term *maškānu* had a broader range of meaning than just "pledge" proper, signifying the security for a loan, including mortgages, i.e., security involving real (immovable) property without the transfer of this property into the hands of the creditor for his use.

Documents dealing with loans mention that specific property belonging to the debtor is the security of the creditor: *ana maškānūti ina pān PN šakānu*, "to place security at (the) disposal (of the creditor) named so-and-so," or *ana maškānūti šabātu*, "to take as security." The latter expression indicates that originally, when this expression came into usage,

⁷⁵Petschow 1956:52ff. See also the reviews of this work: Boyer 1958; Cardascia 1958b; Szlechter 1962; Seidl 1959. From the earlier works on the subject, see Kohler/Peiser 1890-1898 BRL I:15ff., BRL III:29, BRL IV:52; Kohler/Ungnad 1911:77; Cardascia 1951:37, 1271.

property used as security was placed at the disposal of the creditor. But, in the Neo-Babylonian period, this was not obligatory. Property as security with the subsequent seizure of this property is no longer involved, but rather the conditional, voluntary rendering of property as the security for a loan. In the opinion of Petschow, Neo-Babylonian laws dealing with debts arose empirically and were not based on theoretical legal principles. In contrast to earlier periods, the creditor in this period usually did not actually have control of the security. But the old terminology still remained in usage, although it frequently did not reflect real life.

For example, one document mentions that "the creditor seized the security," the house of the debtor, although it is clear from the context that the latter continued to live in it even after it had been mortgaged [Nbn 1047; cf. Petschow 1956:54]. From this it follows that the creditor did not always take the property used as security into his possession. Thus, although the terminology shows that originally the security passed into the possession of the creditor, in the Neo-Babylonian period properties used as security could involve possession or non-possession, the latter especially where immovable property was involved (mortgages). These two practices coexisted with one another, and it is not always possible to establish through the terminology alone precisely what kind of security was involved in every document. The separation of the security from possession and control of the same was carried so far that an item of security could be located in a place where neither the creditor nor the debtor lived. For example, a document drawn up in Babylon states that the pledge was a field lying in the city of Ur [UET 4 72; cf. Petschow 1956:53f.].

However, in a number of cases, the property used as security was actually placed at the disposal of the creditor. According to one document, the daughter of the debtor lived in the house of the creditor, while

her mother provided her with food and paid interest on the loan until the time that the creditor received the return of his capital [TCL 12 42; cf. Petschow 1956:57]. Many promissory notes contain the clause that another creditor did not have the right to dispose of property used as security until the first creditor has been fully reimbursed for his loan (with interest).⁷⁶ However, this very clause indicates that, in practice, business often proceeded in just the opposite way, because it is evident from a number of texts that the debtor repawned or remortgaged property that had already been used as security, including slaves, to a second creditor. However, the latter could not dispose of the property used as security until accounts had been fully settled with the first creditor [Cuq 1929:324f.; Petschow 1956:97-99]. Besides, the creditor had the right to rent out, to hire out, and to mortgage or pawn property that had been placed at his disposal as security [Petschow 1956:106f.].

The depositor of a security was, as a rule, the debtor himself, but also, in rare instances, a third party, especially relatives (in one case the wife of the debtor) or guarantors [Petschow 1956:58].

In the Neo-Babylonian period two types of security existed: 1) property declared to be security for a loan with or without the right of possession of this property by the creditor; 2) security given on terms of *antichresis*, i.e., the creditor received the right to use the security as income-earning property. In the Neo-Babylonian period, the second type of security was more widespread. Very frequently slaves and houses (less often fields and other property) were given for debts on terms of *antichresis*. In such cases the income from the property held as security against work

⁷⁶(amēl)rāšū šanamma ina muḫḫi ul išallat adi PN kasapšu (u ḫubullašu) išallimu.

done by the slave went to pay the interest on the loan. The documents usually note that the creditor would not pay wages for the labor of slaves belonging to the debtor or of members of the debtor's family (as well as rent for the house, etc.), but that the debtor did not need to pay interest⁷⁷ while the creditor had disposal of the person or immovable property which had been given on terms of antichresis. The debtor could take back his slave, members of his family, or other property that had been given on antichresis only after the creditor had been paid in full. If a person used as security ran away, left, became ill, or for some other reason did not carry out the work assigned to him, the debtor was obliged under the terms of the contract to compensate the creditor in money or in kind for the equivalent of the labor of the person (the slave, slave woman, or member of the family) given on antichresis for the period in which the latter did not work - usually at the rate of one sūt (c. 6 liters) of barley a day, but sometimes at a rate of half or two-thirds of this, depending on the amount of the loan. Taking one sūt of barley as the average equivalent of the work duties of a person used as security, the yearly total of the earnings from his labor was twelve kur of grain, or, as the standard monetary equivalent, twelve shekels of silver.

In the Neo-Babylonian as in the Old Babylonian period, loans usually bore twenty percent interest annually, i.e., one shekel per mina a month. Since at that time the amount of interest was not regulated by law, it fluctuated between ten and thirty percent a year, but in the fifth century even up to forty percent. The labor equivalent of persons given on antichresis fluctuated from about three to about six

⁷⁷ idu amēlūti jānu u ḥubullu kaspi jānu. Cf. Petschow 1956:103; Cardascia 1958b:33.

liters of grain a day, and, translated into money terms, depending on the size of the loan, this meant an annual interest rate of about fifteen to thirty-three percent [Petschow 1956:109]. Loans were usually made in money, less frequently in grain or dates.

In the case of the death of a person given on terms of antichresis, the debtor was obliged immediately to pay off the loan, to pay the interest in full until the loan was paid off, or to provide the creditor with the labor equivalent of the person used as security who had died [Petschow 1956:110]. If the debtor sold the slave given on antichresis before repayment of the loan, he was obliged to pay interest on the capital from the moment of the slave's alienation. As a rule, the debtor fed and clothed the worker whom he had given on antichresis while the latter was with the creditor. Only one document mentions that the creditor would feed and clothe the slave placed at his disposal for two years [Nbn 1116; cf. Petschow 1956:111f.].

In cases of antichresis, a time limit for repayment of the loan is usually not indicated, and the person used as security frequently worked for the creditor for several years until the debtor had paid in full [Petschow 1956:104f.]. When a loan was issued with property as security without the right on the part of the creditor to use this property (most often mortgages), a time limit for repayment of the loan is always indicated. If the debtor had not settled with the creditor before the time limit agreed upon in the contract and the creditor did not give him an extension, the slave or other property used as security became the property of the creditor [Petschow 1956:122]. When, however, the value of the property used as security exceeded the amount of the loan, the creditor received only a part of the security by decision of a court of law. And, conversely, if the security was evaluated at less than the amount of the loan, this difference was considered to be a deficit balance. Petschow does not cite any persuasive

examples for the forced sale of property taken as security, as opposed to sale with the consent of the debtor, which is attested in many documents. There are few lawsuits over the rights to property used as security, and this may indicate that only in rare cases did more than one creditor have mortgage rights to one and the same piece of property.

In regard to the question of the legal nature of security, Koschaker expressed the opinion that certain concepts concerning the division of property were prevalent among the Babylonians. For example, both the debtor and the holder of the mortgaged or pawned property have certain rights to the property used as security. Petschow was inclined to accept Koschaker's opinion with, however, certain reservations: the Babylonians tolerated different kinds of possession of the same piece of property (for example, the holding of something on the order of a fief or a service allotment), but an abstract legal approach to the subject was alien to them, and for that reason they did not attempt to classify principles of property rights and of rights to use as separate concepts [cf. Boyer 1958].

Since the number of documents dealing with the use of slaves as pledges or security is very large, only a small portion of them can be examined in detail here. Let us begin with those documents which concern the use of slaves as security without giving the creditor the right to use their labor on his estate.

TMH 2/3 121: "[In the month . . .], the 16th year of Darius, king of Babylon, king of lands, Aḫušunu son of Nabu-mušetiq-uddi descendant of Nanaḫḫu must give Nabu-šum-ukin son of Nabu-nadin-šumi descendant of Ilija one mina fifty-two shekels of silver with an alloy of one-eighth shekel per shekel.

If he does not give (this sum), Nana-rešua, the slave woman of Aḫušunu, who has been placed as security at the disposal of Nabu-šum-ukin, will belong for all time to Nabu-šum-ukin as the full payment for the one

mina fifty-two shekels of silver with an alloy of one-eighth shekel per shekel.

Witnesses (the names of six men), [scribe . . .]."

According to Nbn 584, a certain Eriba-Marduk lent twenty-seven shekels of silver to a married couple on the condition that the debtors pay the monthly interest on the capital at the rate of one shekel of silver to the mina every month, i.e., twenty percent per annum. A slave woman was given as security for the loan, and, in addition, each debtor (i.e., the man and his wife) stood as guarantor for the other in repayment of the loan.

A certain Šapik-zeri gave his creditor Šula of the house of Egibi a house on terms of antichresis, and two persons stood as guarantors for the debtor. However, Šula himself needed money and borrowed two minas fourteen shekels of silver from a Nergal-uballiṣ and rented him the house of Šapik-zeri which had been used as security. According to the terms of the contract, both of the contracting parties agreed that Nergal-uballiṣ would use the house instead of receiving interest on the loan, but that Šula himself would also continue to live in it as a sublessee, paying his creditor rent at two and a quarter shekels of silver a month, i.e., slightly over twenty percent annual interest on a loan of two minas fourteen shekels. In addition Šula gave to Nergal-uballiṣ as security a slave and all his property in Babylon, as well as the promissory note given to him by Šapik-zeri [Nbk 133; see BRL I:21ff.]. The following year a certain Sin-iddin and his wife lived in a house of this same Šula as renters, but they failed to pay their rent on time. The overdue rent added up to fifteen and three-quarters shekels of silver, so Šula took their slave woman as security and demanded payment of this sum within twenty-five days [Nbk 137].

There is one series of related and particularly interesting documents which illustrates the complicated interrelationships which arose between debtors and

creditors. A certain Nabu-tultabši-lišir borrowed thirty-five shekels of silver from Bunanitu, the daughter of Na'id-Marduk, using a slave woman as security. But Bunanitu, on her part, borrowed together with her husband thirty shekels of silver from Ina-Esagila-belet, the daughter of Nabu-ušallim, and used as security the slave woman belonging to the above-mentioned Nabu-tultabši-lišir. Several days later the latter sold three slaves, including the slave woman whom he had used as security, for two minas fifty shekels in order to settle with his creditor. The buyer was a certain Iddin-Marduk, who paid the money, not in person, but through his banker, Itti-Marduk-balaṭu of the house of Egibi. Itti-Marduk-balaṭu paid only two minas fifteen shekels of the given sum to the seller of the slaves, and the remaining thirty-five shekels were given directly to the creditor of the latter, i.e., Bunanitu, after which the slave woman used as security was given to Iddin-Marduk. However, as mentioned above, this slave woman had been used by the creditor as security for a loan of thirty shekels from a third party, Ina-Esagila-belet. Upon receiving the thirty-five shekels from Itti-Marduk-balaṭu, Bunanitu paid thirty shekels to Ina-Esagila-belet, and in such a fashion all the accounts between creditor and debtor were settled. Moreover, all of these transactions took place in a space of five days [Nbn 390-392; see BRL I:18ff.].

A certain Nabu-šum-ukin lent Arad-Gula and his wife Damqa two and a third minas of silver, accepting as security three slave women and one male slave, as well as all the remaining property of the debtors located in the city and in the country. Both of the debtors mutually guaranteed that they would repay the loan. In addition, a third party, Bel-rimanni, acted as guarantor for them. The loan was without interest provided that it was repaid within two months, after which interest was to be paid at a rate of one shekel on the mina per month. In addition to the witnesses,

the sister of Damqa was also present at the drawing up of the contract [Nbn 314]. Three years and several months had passed when the married couple died without having managed to square the account with the creditor, and the latter brought suit against the guarantor, Bel-rimanni, and took him to the royal law court. In the decision of the court, the guarantor had to repay the loan, but he, in his turn, demanded that the heirs of the deceased couple (judging from context, there were no children) reimburse him in the amount he had paid. However, the heirs did not want to assume the debt and filed a suit to renounce their inheritance and allow Bel-rimanni to take all the slaves belonging to the debtors. The slaves apparently passed into the possession of the guarantor, since he eventually brought them all into court and showed them to the judges. They evaluated all four slaves at a sum total of three minas fifty shekels and turned them over as the property of the guarantor. As we know, the loan was originally for two and one-third minas. However, the guarantor apparently also had to pay the creditor interest for three years at somewhat over the normal rate, i.e., one and a half minas, which comprised the difference between the total price of the slaves and the amount of the loan [TCL 12 122; Nbn 668; cf. Cuq 1929:330; Meissner 1936/1937; Petschow 1951; Powell 1972].^{77a}

AnOr 8 13 records that seven men borrowed thirty-seven and one-half shekels of silver jointly to discharge their duties to the king (dullu ša šarri). If the loan was not repaid after the expiration of two months, the slave of one of the debtors was to become the property of the creditor to cover thirty shekels and the remaining seven and a half shekels would have to be paid by a specific period of time. Moreover, if

^{77a}[Nbn 626 (below p.439f.) is apparently a death-bed attempt by Damqa to free at least two of these slaves. MAP]

anyone should bring a claim against the slave used as security, all the debtors bore the responsibility to clear him.⁷⁸

A certain Anu-šar-ušur agreed to sell barley to the Eanna temple and received the money for it, but he did not deliver the full amount of grain. So the temple administration made him swear to supply the remaining barley within a specified time or, if he did not do so, one of his slave women and her son were to become temple property "in place of the barley" [YOS 7 171]. Similar conditions are to be found in YOS 7 155 as well. An insolvent debtor gave a slave woman and three of her children to his creditor, the temple of Šamaš in Babylon, for a loan of one and one-third minas of silver [AfO 16:41 no.7]. A number of other documents [YOS 6 219,221; YOS 7 130,164; TCL 13 179] indicate that persons in debt to the Eanna temple who were not in the position to clear their debts had to give their slaves to the temple. In particular, in YOS 7 164, the transfer of slaves (two young boys) is formulated as the sale of wool and sheep in the sum of two and a half minas of silver instead of as a loan for the same.

One man bought three oxen. However, he did not pay for them, but mortgaged his slave and his house to the seller [Nbk 42].

The steward of the crown prince Bel-šar-ušur sold some wool belonging to his master on credit. The buyer obligated himself to pay twenty minas of silver within a specified period of time and interest on all not paid within this time. The slaves, house, and all remaining property of the debtor were security for the amount of the debt [Nbn 581].

According to NRVU 335, a slave woman was given as

⁷⁸AnOr 8 13:20 pu-ut mur-ru-qu šá (amēl)qal-la na-šu-ú.

security for a loan of one mina of silver, and a third party guaranteed that the debtor would settle with the creditor within ten months. In the event that he did not, the guarantor himself was supposed to pay off the loan. Thus, here a promissory note was secured, as in the document Nbn 314 treated above, both by means of a guaranty and by the pledge of a slave woman, in contrast with the usual practice where the creditor had to satisfy himself with either a guaranty or with the right to take into his possession a person used as security [see San Nicolò 1932b:40; Petschow 1951:25ff.].

A large number of documents bears witness to the money-lending activities of members of the house of Egibi. From 546 to 527 BC, Itti-Marduk-balaṣtu made loans in Babylon for various amounts of money with slaves as security.⁷⁹

Marduk-našir-apli took a slave as security for a debt of eight kur of barley, thirty-four kur of dates, and thirteen shekels of silver. The debtor had to pay off the loan within a month. Otherwise the slave used as security was to become the property of the lender for the thirty-four kur of dates and thirteen shekels of silver, but the debtor was still responsible for the eight kur of barley [Dar 309]. This same Marduk-našir-apli took a loan of three minas of silver secured by a slave and a slave woman.⁸⁰ If he did not pay off the debt by the time agreed upon in the contract, the persons used as security for the price agreed upon (šim harīš) were to become the property of the creditor. It

⁷⁹Nbn 443,468,585; Cyr 252,254; Moldenke I 22; Camb 195.

⁸⁰Dar 319:5 amēlūt(ut)-su maš-kan iṣ-ba-tu "(the creditor) took as security his (the debtor's) slaves"; cf. San Nicolò 1931b.

is clear from the document that he paid off the creditor on time and that the slaves were redeemed. Later on, Marduk-našir-apli took a loan of forty-five minas of silver for a term of three months, using as security eight slaves and a field. According to the terms of the contract, if the loan was not paid off on time, all eight slaves and the field were to become the property of the creditor [TCL 13 193].

Sin-uballit, a resident of Ur, lived in Babylon for a period of six years beginning in 622 BC. About twenty documents attest to the fact that he borrowed various sums of money on the security of two slave women. One of these documents was drawn up in Dilbat, another in Šapija near Babylon, and the remainder in Babylon itself [see UET 4:7f.]. According to one of these texts, Sin-uballit borrowed one mina of silver using a slave woman as security on the following terms. If the loan was not paid off within two months, the slave woman was to become the property of the creditor "for the price agreed upon," but then the latter was obligated to pay the debtor ten shekels of silver, because the value of the slave woman exceeded the amount of the loan [UET 4 76; cf. San Nicolò 1950b:229].

The author of one letter informs the addressee that he has sent him one shekel of silver to give it to a certain man personally. Further, the writer of the letter maintains that he is no longer in debt and that the king has therefore commanded that the slave and his earnings (mandattu) be returned to the addressee. The circumstances to which this letter alludes are not clear, but apparently the sender of the letter borrowed money from the addressee, and the latter, in order to acquire the sum requested of him, had to pawn his own slave to a third person [TMH 2/3 261].

Let us categorize briefly the contents of the following documents. A slave or slave woman is used as security for loans ranging from six to fifty shekels of silver: CIS 2/I 64; Nbn 182,340,468,479,526,529,585.

602,817; Moldenke I 11,16; UET 4 80,112; TCL 12 94,100; TCL 13 202. A slave woman and her children are security for loans of eighteen to sixty-five shekels; Nbk 377; Cyr 217,284; Moldenke II 60. A slave and slave woman are security for sums from one to three and a half minas of silver or for thirty-one kur of barley: Nbk 43,72; Nbn 316. Two slaves are security for loans from one and two-thirds to two and five-sixths minas: Nbn 796; NRVU 301. Four slaves are security for six minas of silver: Nbk 318. A slave and his wife and children are security for fifty shekels: Nbk 258. A slave is the security for loans of eighteen to sixty-three kur of barley or dates: Nbn 877; Nbk 152; BE 8 24; Moldenke II 65; YOS 6 202. A slave woman is security for twenty-two shekels of silver and fifteen kur of barley: Nbn 700. Two slaves and a field are security for sixteen kur of barley: Nbn 301.⁸¹

As we have seen above, the Eanna temple took

⁸¹ See also: BE 8 2; BRM 1 87; Camb 349,362; CT 55 99,101,184; Cyr 303,321,332; Dar 181,434; EM 7; Holt 20; Hunger Baghm 5:225 no.17 E:40; Joannès 58(?); McEwan 13; Nbn 253,738,849,1125; NRVU 308,648; TCL 12 43; TCL 13 219; TMH 2/3 107; UET 4 174,182; YOS 6 100; YOS 17 14,357. Cf. also the list of documents in Petschow 1956:58 n.165. Compare the following Aramaic documents of the fifth century from Elephantine. Cowley 1923 no.10 records an interest-bearing loan in money with a slave, slave woman, and house as security. In Kraeling 1953 no.11, if a loan of grain is not paid off on time, the creditor has the right to demand of the debtor the payment of a fine of one karša (ten shekels) of silver within twenty days, and, if the debtor does not pay the fine, the creditor may take from the debtor's estate sufficient property, including slaves, to clear the debt. For more details, see Verger 1965:141ff.

possession of the slaves of several insolvent debtors. Creditors who were private persons naturally had this right as well. Slaves who had been used as security by an insolvent debtor either automatically became the property of the creditor [Nbk 182; Nbn 1020] or were sold to a third person in order to pay off the loan [Nbn 126; Moldenke I 12; UET 4 89].

Several documents are preserved which are drawn up like contracts for the sale of slaves, but in which the verb "he redeemed" (*iptur*) is used in place of "he bought" (*išām*). San Nicolò has suggested that it is possible that these documents [NRVU 107, 108] concern the redemption of slaves from a creditor [see NRVU: 141f.].

Up to this point, we have examined documents concerning the use of slaves as security without antichresis (i.e., without the use of the labor of the person used as security on the creditor's estate). Let us turn now to documents involving antichresis.

Nbn 1116: "Labaši son of Balātu descendant of Saggia owes Haṭṭija son of Nusku-barakku fifty shekels of silver with an alloy of one-eighth shekel per shekel. His slave Nabu-remu-šukun, a master craftsman producing hats, is the security of Haṭṭija.

There are no wages for the slave, no interest on the silver. Another creditor has no right to the slave until Haṭṭija receives the fifty shekels of silver in full.

If Nabu-remu-šukun leaves for some other place, Labaši must pay five qa of barley daily for his work duties.

Haṭṭija must provide food and clothing (for the person used as security). Labaši must pay the silver to Haṭṭija within a space of two years, upon which he may take away his slave.

Witnesses (the names of two persons). [...].

(The contract was drawn up) in the presence of⁸² Na'idatu, the daughter of Pir'u, the descendant of Mukallim. [Scribe (name)]. Babylon, the 12th day of Kislimu, [... year] of Nabonidus, king of Babylon."

Haṭṭija lent Labaši fifty shekels of silver for a term of up to two years. A slave belonging to the debtor was placed at the disposal of the creditor in antichresis. The daily work of the person used as security was appraised at about five liters of barley. In contrast to the normal practice, the creditor himself had to feed and clothe the person used as security. This is apparently to be explained by the fact that the person used as security was a skilled craftsman who brought in a relatively large income for the creditor. The contract was drawn up in the presence of a certain Na'idatu, who was in all likelihood the wife of the debtor. Her father, Pir'u, appears as one of the witnesses at the paying out of the loan.

Camb 428: "Ea-kašir son of Šamaš-[eriba] descendant of the priest of the god Ea and Ea-ibni son of Ea-kašir descendant of the priest of the god Ea owe one and a third minas of silver to Nabu-tabni-ušur son of Rimut descendant of the shepherd. Their slave Nabu-remu-šukun is the security for one mina ten shekels. There are no wages for the slave and no interest on the silver.

Another creditor has no right (to the person used as security) until Nabu-tabni-ušur has received his silver in full, and interest will accrue on the ten shekels of silver beginning with the 1st day of Tebetu (at a rate of) one shekel per mina a month. Ea-kašir(?) must clothe [Nabu-remu-šukun(?)] [...].
... one tallu [...] silver was paid [...] Nabu-remu-šukun [...] from their hands as the security of Nabu-bani-aḫi [...].

⁸²Literally "at the sitting."

<Witnesses> (names of three persons) and scribe (name). Babylon, the 2nd(?) day of Tebetu, [...] year] of Cambyses, king of Babylon, king of lands."

According to this partially destroyed document, Nabu-tabni-ušur lent one mina twenty shekels of silver to Ea-kašir and his son. The debtors gave as security a slave who was appraised at one mina ten shekels. The person used as security was to work without pay for the creditor for this amount, and interest had to be paid on the remaining ten shekels. The owners of the slave were required to clothe him.

Camb 429: "Ea-kašir son of Šamaš-eriba descendant of the priest of the god Ea and Ea-ibni, his son, owe one and a third minas of silver to [Nabu-tabni-ušur] son of Rimut descendant of the shepherd, and their slave Nabu-remu-šukun was taken as security.

Nabu-tabni-ušur received one and a third minas of silver from the hand of Itti-Marduk-balaštu son of Nabu-aḥḥe-iddin descendant of Egibi (as) the price of Nabu-remu-šukun.

Witnesses (the names of three persons), scribe (name). Babylon, the 4th day of Tebetu, [...] year of Cambyses [...]."

As is clear from this document, the slave, who had been used as security for the loan of one and a third minas of silver in Camb 428, was later sold to pay off the creditor. The well-known slave owner Itti-Marduk-balaštu of the house of Egibi bought him and paid the entire sum to the creditor on behalf of the debtor. Unfortunately, the dates of composition of both these documents have been broken out, and it is impossible for this reason to establish how long the person used as security worked for the creditor.

According to NRVU 296, a certain Qunnabata took a loan of thirty-six and a half shekels of silver, giving her slave Arrabi in antichresis. Under the conditions of the contract, if the person used as security ran away from the creditor, Qunnabata would have to pay the latter one sūt (c. 6 liters) of barley daily until the

loan was repaid. Further, it is apparent from the contract that Qunnabata was obligated to give the creditor money for the barley expended in maintaining Arrabi while he was with the creditor. In other words, in the given instance, the food rations for the person used as security were issued at the expense of the debtor, who had to pay for these rations with money. In order to ensure Arrabi's maintenance, Qunnabata pawned another two slaves, but these remained in her own possession, in contrast to Arrabi, whose work went to pay the interest [cf. NRVU:54].

A certain Iqiša and his wife took out a loan of one and a third minas of silver on the security of a slave woman. Under the terms of the contract, the debtors would not pay interest and the creditor would use the services of the slave woman without paying her wages; should she run away from the creditor, the debtors were to pay one sūt of barley per day. In addition Iqiša and his wife were obligated to clothe their slave while she was with the creditor.⁸³

A married couple took out a loan of twenty and a half shekels of silver for a term of four months and gave a slave woman on antichresis. They each stood as guarantor for the other in the repayment of the loan, as well as guaranteeing that the slave woman given as security would not run away from the creditor, and, in the event that she did run away, they were obligated to pay one-half shekel of silver a month as interest, which would correspond to about ninety liters of barley.⁸⁴

A slave baker was given on terms of antichresis.

⁸³Camb 315:25-26 mu-šip-tim . . . ú-kat-ti-mu, "they will cover with clothing." Cf. Ziemer 1898:453f.

⁸⁴Dar 431. As is evident from Dar 434, the slave woman who had been used as security actually did run

The amount of the loan was one and a third minas of silver, but the slave was used as security only for one mina, and the debtor was obligated to pay interest on the remaining twenty shekels of silver at the rate of one shekel per mina per month. A house and all the remaining property of the debtor were used as security for these twenty shekels. In addition, the latter was obligated to supply the clothing for his slave and, in the event that he ran away, to pay the creditor one sūt of food per day. [Camb 379; cf. KB 4:292; Cug 1929:323].

A married couple and one of their relatives took out a loan of twenty shekels of silver, using a slave woman and her son as security. According to the terms of the contract, the slave woman was to work for the creditor and her son was to remain with his owners. The debtors were obligated to give their slave one garment a year while she was with the creditor [Nbk 408; cf. BRL I:24].

A certain Mušallim-Marduk lent someone one mina thirteen shekels of silver for a term of two months. A slave baker was used as security for the loan, and the baker was to start paying interest on the loan taken out by his master beginning with the year following the drawing up of the document. However, the creditor did not wait until the loan was paid off and sold the promissory note to another person, simultaneously standing as guarantor for the debtor [Cyr 119; cf. BRL II:34]. Another document [BaghM 5:227 no.17 K, 595 BC] records that a slave (qallu) was pledged for fifteen shekels of silver and was obliged to grind one sūt (c. 6 liters) of flour a day until the loan was paid.

An inhabitant of Uruk purchased wine for which he

away and conceal herself. The debtors promised either to find this slave woman and bring her back to work or to pay off the loan.

did not pay in full. He gave a slave woman on antichresis for the remaining part of the debt of nine shekels of silver. Under the conditions of the contract, if the debtor sold the slave woman used as security to someone else or if she ran away, the creditor was to receive one pān one sūt three qa (c. 45 liters) of barley every month until the loan was repaid [YOS 6 163]. According to TMH 2/3 116, if the slave who had been given on antichresis for a loan of fifty-five shekels became ill or ran away, his master was obligated to pay the creditor four qa (c. 4 liters) of barley a day until the loan was repaid.

Sin-uballiṭ, the resident of Ur mentioned above (p.148) concluded a number of business contracts in Babylon, taking out loans of twenty-five shekels to one mina of silver on the security of a slave woman.⁸⁵ In one case, a loan was granted without security, with the stipulation, however, that, if Sin-uballiṭ did not pay it off within two weeks, he had to give his slave woman on antichresis [UET 4 75]. According to the terms of other contracts, this woman and another slave woman were each used separately as security for thirty shekels on loans of one mina each, and Sin-uballiṭ was obligated to pay interest from twenty to forty percent a month on the remaining thirty shekels.⁸⁶ However, after one loan was cleared, the slave woman was not

⁸⁵UET 4 74:4 a-ki-i ḥu-bul-lum ina pa-ni PN ū-šu-uz-za-at "(the slave woman) has been placed at the disposal of (the creditor) to meet the interest."

⁸⁶UET 4 77,78. Cf. UET 4 73, according to which the same slave woman mentioned in UET 4 78 was given as security for a loan of thirty shekels. According to UET 4 79, Sin-uballiṭ borrowed one mina using the same slave woman as security. The work of the slave woman, however, covered only part of the interest on the loan,

returned to her master, and the creditor obligated himself to pay Sin-uballit four qa of barley a day for her wages while the slave woman stayed with him [UET 4 197].

Compare the following documents. BE 8 28: a young slave girl is given on antichresis for a loan of fifteen shekels. Liverpool 22: a slave is the security for one mina. If the person used as security "leaves for someplace else," the debtor is to pay one sūt of barley a day. NRVU 306: if the slave used as security runs away, the master is to pay the creditor three qa (c. 3 liters) of barley per day. TMH 2/3 55: a slave is given on antichresis for a loan of seventeen shekels. Nbn 655: if a twenty-five-shekel loan is not paid off on time, a slave woman is to be given on antichresis. BaghM 5 no.17 E (Uruk, 600 BC): a slave is given in antichresis for the loan of twelve shekels of silver. The same document (17 K) attests that another slave, given in antichresis for the loan of fifteen shekels of silver, has to grind one sūt (c. 6 liters) of grain per day and bring it to the creditor until the money has been paid. [Concerning antichresis where slaves are involved, see also: Nbk 420; Nbn 803; NRVU 321,343,369; Dar 575; TMH 2/3 115; NBDMich 60; Peek:83f. BM 81-6-25,54].

Nbk 197 indicates that a loan of thirty shekels was to be paid off in eleven months' time. In the event that it was not, the debtor's slave was to become the property of the creditor. Moreover, at the time when the promissory note was drawn up, the debtor had already given the creditor the guaranties regarding this slave which were necessary for the sale of slaves.

and Sin-uballit paid interest on the remaining twenty shekels.

The Use of Free Persons as Pledges and Debt Slavery

A large number of documents dealing with debts is preserved from the Neo-Babylonian period. In the period in question, in contrast to the Old Babylonian and Old Assyrian periods, documents involving debts almost completely disappear as an independent type of document, and in their place appear abstract promissory notes (u'iltu). These usually record the simple acquisition of a loan, but also frequently credit for trade, the opening of an artisan's business, rent payments, partially unpaid sums for various wares, and the like [see Koschaker 1911:111]. A loan was usually repaid in money, but also in grain, dates, and other commodities.

Under Babylonian law, in contrast to Roman law and some contemporary systems, the debtor could stand as guarantor for his own debt [Koschaker 1911:111]. If there were several debtors, each of them bore the responsibility, not only for himself, but for all the others as well.⁸⁷ However, creditors frequently granted loans only upon the condition that someone would stand as guarantor for the debtor. [For the role of the guarantor in Neo-Babylonian law, see Koschaker 1911:50ff.; Dougherty 1930; San Nicolò 1937:16ff.; Petschow 1959b]. Among the Babylonians, however, if the debtor did not pay off his debt by the time agreed upon in the contract, the guarantor was obligated only to produce and turn the debtor over into the custody of the creditor. The guarantor did not bear the responsibility for paying the debt. This is in

⁸⁷ ištēn pūt šanf našū, "one is guarantor for the other"; ištēn pūt šanf našū ša qereb inamdin//iṭṭir, "one is guarantor for the other; he who is nearest must pay."

contrast to Roman law, where the guarantor became a kind of supplementary debtor [Koschaker 1911:50,57, 67,84; San Nicolò 1937:50,57]. However, if he did not produce the debtor, he was himself obligated to settle accounts with the creditor. Nevertheless, in the Neo-Babylonian period, unlike the earlier periods, the guarantor sometimes bore the responsibility for the promissory note like the Roman guarantor [Koschaker 1911:78].

The guaranty for the debtor was expressed in the Neo-Babylonian period with the formula *pūt šēpi ša PN₁ ina qātē ša PN₂ . . . PN₃ našū*, "PN₃ (the guarantor) bears the responsibility for PN₁ (the debtor) before PN₂ (the creditor)" [see, e.g., YOS 6 152,153, 165,194,200,234; YOS 7 27,33,34,37,54,75,77,103,157, 178; AnOr 8 49,60,64; GCCI I 15,66; TCL 12 69; TCL 13 157].

Let us examine AnOr 8 28 as a model of a document recording a debt with a guaranty [cf. transliteration and translation von Bolla 1940:157].

"Adad-šezib son of Samiku bears the responsibility before Nabu-šar-ušur, king's representative (!), commissioner of Eanna, to bring Nabu-zer-iddin son of Šardanu and hand him over to the king's representative (!) Nabu-šar-ušur before the 10th day of (the month) Abu.⁸⁸

If he does not bring (him) and hand (him) over, he must give to (the goddess) Belet of Uruk the sheep, (their) offspring, and (their) wool in accordance with the promissory note concerning these sheep held against Nabu-zer-[iddin].

(The document was drawn up) in the presence of Gabbi-ilani-šar-ušur, trustee (qīpu) of the Eanna (temple).

⁸⁸That is, within fifteen days after the date the document was drawn up.

Witnesses (names of three persons), scribe (name). Uruk, the 25th day of (the month) Du'uzu, the 12th year of Nabonidus, king of Babylon."

Naturally, debtors were not always in the position to pay off their debts on time. Creditors put insolvent debtors in prison.⁸⁹ However, prison sentences in the modern sense of this word were unknown in ancient Near Eastern systems of justice. In Babylonia, incarcerated persons were either criminals who were confined until their trial⁹⁰ or insolvent

⁸⁹*bīt kīlī*, literally, "house of detention" (from *kalū*, "to hold," "to lock up," etc.).

⁹⁰Ungnad believed that *bīt kīlī* was only the "workhouse" (see below p.160). To judge, however, from some texts, this word also designates a prison where criminals were confined while investigations were being conducted. For example, the letter TCL 9 86 attests that a man sent to deliver some clothing to a certain person ran away taking the clothing with him. The author of the letter demands that the runaway be caught, shackled, and thrown into prison. The sender of another letter [YOS 3 116] complains that, although he has served the gods for twenty years, a certain Belgimilanni has given orders in his area to raze a house and to put the "people of the house" in prison. In the letter BIN 1 36, some arrested (*šab-tu-tu*) residents of Uruk complain that they have been falsely indicted and that, when two of their number ran away, the rest were placed in shackles. It turns out, on the basis of another letter [BIN 1 49], that, although all the arrested persons vouched for one another, two of them "fled to another country." So the rest of them ask the governor to return both of the escapees or to place their brothers or their sons in shackles, since "the lives of two persons should not be held more dear" than

debtors [San Nicolò 1945]. Not only did the state possess such prisons, but temples and wealthy private persons, especially the powerful landowners of the Achaemenid period, possessed them as well [San Nicolò 1945:2]. These prisons were often, in essence, workhouses where debtors worked off their debts under supervision of their creditors or their creditors' agents [Ungnad 1907c; Koschaker 1911:58ff.; Cardascia 1951:161f.; Petschow 1956:35-37; BabL I:216 n.8; on the existence of prisons in Babylonia in earlier periods, see now AfO 24:19ff., JESHO 20:78ff., JCS 31:161ff.].

Let us consider several documents dealing with this subject. The administration of the Eanna temple arrested a debtor,⁹¹ but later released him at the request of his wife. The wife was obligated to bring

the lives of all the others. According to YOS 6 222, a certain man brought an offering to the goddess Ištar, but did not bow when he entered the temple. On these grounds the administration of the Eanna temple placed him in chains. Fishermen who, without permission of a temple official, took for themselves fish which had been caught were put in shackles [BIN 1 54]. See also: BIN 1 24, YOS 3 182, and YOS 7 178, which attest to the incarceration of free persons who had committed various crimes. Cf. San Nicolò 1937:26 n.1, where references are given attesting specifically to the fact that the bīt kīli of the Eanna temple in Uruk was a prison where criminals were incarcerated. Ungnad believed that, since barley to be ground is delivered there, the bīt kīli of the Eabbar temple in Sippar was, first and foremost, a mill [Nbn 292,318,510; Cyr 295].

⁹¹YOS 7 144:2-3 ku-um re-e-ḫi šá (d)bēlti šá uruk(ki) ina é-an-na sab-tu, "on account of the rest (of the property) belonging to (the goddess) Belet of Uruk, arrested (and imprisoned) in Eanna."

the debtor back at the first request of the temple administration. In the event that he should run away, the guarantor was to compensate the temple for the debt [for details, see San Nicolò 1937:25f.; Petschow 1951:53f.; see also the document 5R pl.67 no.3 (Opis, 558 BC), in which the guaranty of a wife for her debtor husband is recorded]. YOS 7 178 attests that a debtor who had been placed in shackles in the Eanna temple was released when four men stood as guarantors for him. Compare also Cyr 147, according to which a daughter was obligated to place her father at the disposal of his creditors if he did not pay off a loan of thirty-five kur of dates. From another document [YOS 7 7:117f.] it is apparent that the son of an insolvent debtor in debt to the temple was placed in shackles.

A certain Biba asked a creditor to release a relative of his who had been arrested⁹² for failure to pay a debt and obligated himself to bring him back at the first request of the creditor or to pay the enormous sum of ten talents (about 300 kilograms) of silver. In like manner, one letter contains information about the redemption of children from a debtor's prison.⁹³

Some documents from Nippur contain information about the debtor's prison of the house of Murašu [all these documents are dated to the years 423-422, with the exception of BE 9 57, which was drawn up in 428; for details, see Augapfel 1917:90-93; Cardascia 1951:161-165].

PBS 2/I 17: "Šiṭa' and Mammitu-ṭabat, the

⁹²NRVU 643 (town of Tabanu, 424 BC): ina bīti-ka kul-la-ka, "you (the creditor) are forcibly holding in your house."

⁹³TCL 9 141:8 a-na kaspi paṭāru, "to redeem for silver."

children⁹⁴ of Bel-eṭir, and Amat-Esi, the wife of Illulata, have, of their own free will, said the following to Rimut-Ninurta descendant of Murašu: 'Free and release into our custody Illulata and Ili-lindar, the sons of Nabu-eṭir, our brothers, whom Ellil-Šum-iddin⁹⁵ is holding in prison.⁹⁶ We will stand as guarantors for them.' Then Rimut-Ninurta listened to them and [released Illulata and Ili-lindar into their custody.

If Illulata and Ili-lindar go elsewhere, Šita', Mammitu-ṭabat, and Amat-Esi must pay Rimut-Ninurta one-half talent of silver without resorting to trial and lawsuit.

Witnesses (names of eleven persons), scribe (name). Nippur, the 3rd day of (the month) Šabaṭu, the 1st year of Darius, king of lands."

Similarly, in PBS 2/I 23, three persons named by name petitioned this same Rimut-Ninurta to free a man from prison for whom they would assume responsibility and agreed to pay one-half talent of silver if he should run away.

A certain Zimma asked a member of the family of the house of Murašu to release from prison a debtor by the name of Aḫ-iddin and promised in return that the latter would settle accounts with his creditor to the extent that he was solvent. The guarantor also asked the creditor to forgive Aḫ-iddin the rest of the debt and said that the debtor, in his turn, would not bring suit against the house of Murašu before the king, the satrap, or the judges. If, after he had been freed,

⁹⁴They were brother and sister.

⁹⁵Ellil-Šum-iddin and Rimut-Ninurta were members of the Murašu family.

⁹⁶ina bīt ki-il iṣ-ša-bat pu-ṭar.

Aḫ-iddin appealed to a court of law in spite of this, the guarantor would be obligated to pay the creditor five talents of silver [PBS 2/I 21]. From this document it is clear that the debtor was arrested without preliminary decision of a court, apparently in violation of the law [cf. Petschow 1956:36].

The document BE 9 57 contains a request by Ellil-ah-iddin to release his nephew (his brother's son) from the debtor's prison of the house of Murašu. If the debtor left Nippur, the guarantor would be obligated to pay the creditor ten minas of silver without contest. In another document a certain Ili-lindar requested the release of a debtor from prison, and, in the event that this man should run away, he would be obligated to pay one mina of silver [BE 10 10].

In all the cases examined above, the debtors who were released from prison continued to work for the creditors in order to pay off their loans and the interest [see Cardascia 1951:163f.].

Apparently the house of Murašu sometimes hired out imprisoned debtors, or so it would appear from the following document.

TMH 2/3 203 [transliteration and translation in Cardascia 1951:173f.; cf. also Cardascia 1958b:35]: "Belšunu son of Mannu-ki-Nana, Ellil-supe-muḫur, the slave (ardu) of Rimut-Ninurta, Šum-iddin son of Ina-silli-Ninurta, and Arad-Ninurta son of Ellil-ittannu, of their own free will, said the following to Rimut-Ninurta descendant of Murašu: 'Give us the wife of Nadir son of Ḥašdaja and the wife of Bel-ibni son of Nana-duri', whom you are holding imprisoned in the village of Ellil-ašabšu-iqbī, and we will be responsible for their not running away⁹⁷ until (the month) Du'uzu, in the 2nd year of Darius.'

Then Rimut-Ninurta listened to them and placed the

⁹⁷pu-ut la ḫalāqi-ši-na.

wife of Nadir and the wife of Bel-ibni in their custody. In (the month) Du'uzu⁹⁸ in the 2nd year of King Darius, they are to bring the wife of Nadir and the wife of Bel-ibni and turn them over to Rimut-Ninurta.

If the wife of Nadir and the wife of Bel-ibni go away somewhere else, Belšunu, Ellil-supe-muḫur, Šum-iddin, and Arad-Ninurta must pay Rimut-Ninurta one and a half talents of silver without contest.

Witnesses (names of eleven persons), scribe (name). Nippur, the 28th day of (the month) Nisanu, the 2nd year of Darius,⁹⁹ king of lands. Seals (of the witnesses and contracting parties)."

The information to be gleaned from Neo-Babylonian documents about the use of the children of free persons as security for loans is rather scant.

TCL 12 42 [cf. the transliteration and translation in Moore 1935:50f.]: "Šira daughter of Bel-aḫḫe-eriba descendant of Ibannu owes Nabu-mukin-zeri descendant of Ninurta-mukin-apli the principal sum of four and one-fifth shekels minus one-eighth shekel.¹⁰⁰

Rimut-Nana, the daughter of Šira, is the security for Nabu-mukin-zeri until he has been paid. Another creditor has no right to her until Nabu-mukin-zeri has been paid the silver.

Rimut-Nana will live with Nabu-mukin-zeri.¹⁰¹ Šira must give five flat cakes a day for (the maintenance of) Rimut-Nana. If the person (amēlūtu)

⁹⁸I.e., three months after the conclusion of the contract.

⁹⁹Darius II (422 BC) is meant.

¹⁰⁰[Note deleted.]

¹⁰¹ina pān . . . āš-bat.

dies or runs away,¹⁰² she¹⁰³ must pay the silver to Nabu-mukin-zeri.

Witnesses (names), scribe (name). Borsippa [. . .] day of (the month) Nisanu, the 20th(?) year of Nebuchadnezzar,¹⁰⁴ king of Babylon.

The interest will be twelve shekels per mina."

The document cited above is of great interest. A woman by the name of Šira owed 4.075 shekels of silver and was obligated to pay twenty percent annual interest. Šira placed her daughter at the disposal of the creditor as security and obligated herself to feed her daughter while the latter was at the home of the creditor. The deadline for repayment of this sum of money is not mentioned, since the loan bore interest. However, it was stipulated that, in the event of the death or flight of the person used as security, the amount had to be paid off immediately. It is noteworthy that the daughter of a free person who was being used as security is called amēlūtu in this document, a term otherwise used to designate slaves.

The document Joannès 69 (Borsippa, 509 BC) is full of unique information. A free man took a loan of one mina of silver pledging as security an adoptive sister named Amtija, whom his parents had adopted and brought up. The loan was antichretic, and Amtija was obliged to work for the creditor. She is also referred to in this text (line 9) by the term amēlūtu that frequently denotes slaves. The debtor was responsible that no claimant [LÚ uškū - the term is attested here for the first time in such a meaning; cf. uškūtu in AHW:1441]

¹⁰²a-me-lu-ut-tum mi-ta-at u ḫal-qa-at.

¹⁰³I.e., Šira, the debtor and mother of the girl given as security.

¹⁰⁴Nebuchadnezzar II is meant (585 BC?).

should appear concerning the pledge. In the conclusion, the document contains the stipulation that for two years both the debtor and the creditor would provide Amtija with clothing (muṣiptu).

BR 8/7 53 also bears witness to the use of the son of a debtor as security for sixteen and three-quarters shekels of silver.

One woman was granted a loan of two pān three qa (c. 75 liters) and some vegetable oil from a merchant (tamkāru). She gave her son as security and guaranteed that he would not run away from the creditor.¹⁰⁵

A certain Dalatanu and his son owed a debt of ten sheep and two rams. Dalatanu gave his daughter as security. Each debtor stood as guarantor for the other that they would pay off the debt in a month's time, and that, in the event they did not, the woman used as security "will belong"¹⁰⁶ to the creditor according to the terms of the contract.

A free man owed the Ebabbar temple thirty-two bows, thirty-two leather thongs, 1750 arrowheads, and thirty-two spears and gave his son as security [Camb 93].

A loan of five and a half minas was not repaid on time, and the guarantor for the debtor thus had to settle the account with the creditor. The guarantor in turn took the son and house of the debtor as security [BRL II:73f. BM 84-2-11,172; cf. Koschaker 1911:52; Petschow 1951:56f. n.1].

Two documents drawn up in Sippar in 531 contain a complaint made by a creditor to the chief priest of Sippar, who possessed judicial authority, that the

¹⁰⁵UET 4 104:11 pu-ut la ḡa-la-q-ḡ. Cf. San Nicolò 1950b:229.

¹⁰⁶NRVU 341:13-14 pa-ni . . . tad(!)-da-gal. Cf. von Bolla 1940:155.

relatives of a certain boy who had been used as security had burst into his house, breaking the door, had freed the boy used as security, and had carried off one mina of silver with them. This case was turned over to the assembly of elders of the city of Sippar for review, but the decision is not preserved in the text, which is badly damaged.¹⁰⁷

According to TCL 12 18 (Uruk, 616 BC), the herdsman Zabida, because of a deficit in small livestock, had to give the Eanna temple his share of a field that he owned jointly with two other persons, as well as another field and his son. The document YNER 1 4 also records the obligation of a debtor to give his son to the Eanna temple.

One unique document has been preserved which records the obligation of a certain Ina-teši-eṭir to give his son as a slave to the Eanna temple in place of some unpaid tithes.¹⁰⁸

¹⁰⁷Cyr 328,329. Cf. BRL II:77-79; Cuq 1929:318, 405. Cf. also NRVU 707 (Babylon, 563 BC), according to which the slave (lamūtānu) of a certain Ṭabija carried away Balaṭu son of Zeriṭa "from the hands" of witnesses, in whose presence the document was drawn up. It is possible that an insolvent debtor or a member of his family taken as security is referred to here.

¹⁰⁸GCCI II 113. For details, see ch. II:485. The use of the children of free persons as security for loans is attested in contemporary documents from neighboring countries. The use of free persons as pledges was permitted in Egypt under the pharaohs, but in the eighth century Bokkhoris issued a law which forbade the granting of loans with the person of the debtor as security. Under the Achaemenids, however, and later under the Ptolemies, this law was no longer enforced [see Westermann 1955:50f.]. To judge from

Some scholars, referring to the documents Nbk 366 and Nbn 655, have supposed that the debtor had the

documents of the Saite and Achaemenid periods, in Egypt the head of the family had the right to use his sons as security for loans. The patriarchal authority of the father was so great that he could even dispose of the property of his grown sons. In those instances where a debtor did not pay off his loan on time, the creditor could take possession not only of the property of the debtor, including slaves, but also of his children; see Seidl 1968:43, with references to the papyri P. BM 10113, P. Louvre 9293, P. Loeb 48. According to biblical law, the authority of the head of the family extended over all the members of his family, including the children, whom he could use as security for loans [see Falk 1963:43f.]. As the book of Nehemiah [5:3-5] attests, in fifth-century Judea, some free persons were forced to mortgage their fields, vineyards, and houses to escape starvation or to borrow silver to pay the king's taxes, delivering their sons and daughters into slavery. The inhabitants of Judea complained that it was not possible to redeem their children from slavery, but, in the Aramaic papyri of Egypt from the fifth century, the children of free persons are not mentioned as security for loans, and apparently, among the colonists of Elephantine in the sixth and fifth centuries, the granting of loans using free persons as security was not permitted. In Persia, the patriarchal heads of families had great power over the members of their families. According to Aristotle [Ethica Nicomachea IX.12.1160B], "among the Persians . . . the authority of the father is tyrannical (they use their own children as slaves)." Cf. Mazahéri 1938:28: in ancient Iran, the head of the family (nmāno-patiš) could sell the members of his family, including children and wives.

right to use his wife as security [Mendelsohn 1949:28 n.132; Koschaker 1911:47 n.14; Cuq 1929:319f.; Oppenheim 1936:119f. n.60]. In both cases, however, the sign interpreted as "wife" is damaged, and in Nbn 655:7, one must read "slave woman," because this woman appears elsewhere as the slave woman of the debtor [Nbn 829:3, 837:1, 903:1; cf. BRL I:26, Marx 1902:62f., Petschow 1956:62f., 116]. There exists, therefore, no basis for supposing that the husband had the right to use his wife as security.¹⁰⁹

Up to the present not a single document from the Neo-Babylonian and Achaemenid periods is known which attests to the use of the person of the debtor as a pledge, although such documents have been preserved from the preceding periods. Theoretically, the practice of using the person of the debtor as security could have existed during this period.¹¹⁰ More probable, however, is the hypothesis that the use of the person of the debtor as security was gradually replaced by antichresis involving the members of the family or

¹⁰⁹This conclusion holds as well for Egypt and Elam in the Achaemenid period, but in ancient India the husband did have the right to use his wife as security [see Chanana 1964:103f.].

¹¹⁰See Petschow 1956:63, 66, where, in n.185, the literature is cited. Neo-Assyrian documents also contain no information about the use of the person of the debtor as security. The supposition of Figulla [1949:15] that UET 4 203 involves this practice does not correspond to the facts. Kohler's opinion [BRL IV:47] that Nbk 103 attests to this practice ("die Verpfändung der Freiheit") is also incorrect, since the text speaks only of the necessity of repaying a loan by a certain period of time; cf. Cuq 1915:91; Pognon 1921:10.

slaves (see, e.g., the examples given above, p.160ff.). Sometimes the debtor himself had to work in the household of the creditor to pay off his loan. For example, according to a document from Borsippa (563 BC), a debtor obligated himself to work for his creditor to pay off a loan of one and a half shekels of silver.¹¹¹

The question of the sale of children by free parents is of great interest. In 1950, a cache containing twenty-eight Neo-Babylonian documents making up the family archive of a certain Ninurta-uballiṭ was found in the archaeological excavations at Nippur. Among these texts were nine contracts concerning the sale of children by free persons in Nippur in 626 BC, when the troops of the Babylonian king Nabopolassar laid siege to that city, which had maintained allegiance to the Assyrians [the documents were published and treated by Oppenheim 1955].

It is noted in the contracts that, during the third year of the Assyrian ruler Sin-šar-iškun, when Nippur was being besieged¹¹² and one sūt (c. 6 liters)

¹¹¹TMH 2/3 112:5-6 *dul-lu . . . ip-pu-uš*, "he must do work." Cf. Petschow 1956:66.

¹¹²*ina edēl bābi*, "when the gates were closed." The contemporary documentary material has been collected and studied by Oppenheim [1955]. Of these documents the following are of special interest: in 650 BC, at the time of the siege of Babylon by Ashurbanipal, hunger in the land was such that "the mother did not open the door (of the house even) to (her own) daughter" [see BR 8/7 no.19]; in 648, when "the enemy besieged the city (i.e., Babylon), hunger in the land was (such) that one shekel of silver would buy (only) three qa (3 liters) of barley (and that) in secret" [BR 8/7 no.20]. Cf. Streck 1916 VAB 7

of barley cost one shekel of silver, i.e., about thirty times the normal price, people "of their own free will" sold their children to the moneylender Ninurta-uballiṭ and his business associates, Danni-Nergal and Arad-Gula, with whom he had property interests in common. The contracts note, as is usually done at the sale of slaves, that children were sold "for the price agreed upon" (*šim ḫarīš*). One document concerns the sale of a boy from the city of Marad, in which the patronymic of the boy is also cited, but in all the remaining instances the children being sold were girls. A father appears as the seller in one document, both parents in another, and, in the remainder, women whose husbands were (as Oppenheim believed) either killed or in military service. The documents underline the fact that the children were sold to keep them alive, because the buyer takes upon himself the responsibility of feeding them. The prices for children were low: from six to twenty-two shekels.

By way of example, let us examine in more detail the contents of one of these texts. A certain woman named Gugalla said to the moneylender, Ninurta-uballiṭ: "Take my daughter Ri'indu and keep (her) alive, let her become your slave girl (*ṣahirtu*). Give me six shekels of silver (for her) that I may eat."¹¹³ The documents contain the stipulation that if any sort of claim arises with regard to the girl who has been sold (*kī sēḫū u pāqirānu*), the seller must either provide a

iv 36ff.: at the time of the siege of Babylon by Ashurbanipal, the inhabitants of the city who were dying of starvation ate their own children.

¹¹³Oppenheim 1955:87f. 2NT 297; cf. also 2NT 293, 296, 298-302. Concerning the sale of children in time of siege see also RT 19:107f.

substitute or return the money.¹¹⁴

The siege of Nippur, which Nabopolassar conducted for about six months, was unsuccessful. Nippur apparently remained in the hands of the Assyrians until the fall of Aššur in 614 [Oppenheim 1955:85f.]. Oppenheim believed that the sale of children by their parents was regarded as an unacceptable and scandalous act under normal conditions, that in the given case the children were sold as the result of extraordinary circumstances in order to keep them alive, and that after the siege had been lifted the moneylenders who had capitalized on the poverty of the people were killed or driven out by the scandalized inhabitants of the city [Oppenheim 1955:86]. However, the sale of children was permitted at other times, not just under conditions of general poverty, as the following document shows.

Nbk 70 [cf. the transliteration and translation Marx 1902:40]: "Adi'ilu son of Nabu-zer-iddin and Hulti, his wife, have sold their son Marduka to Šula son of Zer-ukin for the price agreed upon. Adi'ilu and Akkadu, his son, assume guaranty against unlawful claims or vindication suits which may arise with regard to Marduka.

Witnesses (names of five persons)¹¹⁵ and scribe (name). (The town of) Paḫirtu, the 16th day of (the month) Šabaṭu, the 8th year of Nebuchadnezzar, king of Babylon."

The document involves the sale of a son by his parents [cf. Koschaker 1911:47 n.14; Dougherty 1929:30 n.117; Petschow 1956:66; Klíma 1951:40]. The text

¹¹⁴Analogous requirements always appear at the sale of slaves.

¹¹⁵Mukin-zeri, another son of Adi-ilu, the seller of the child, is mentioned among them.

itself is preserved in two copies, and, in the duplicate, where several names are written phonetically, unusual features not characteristic of Babylonian writing are to be observed (for example, the word meaning "son" is written, not with a logogram as usually done, but phonetically: ma-ra). This prompted Cuq [1915:86, 1929:318] to suggest that the document was drawn up in an Aramaic milieu and that the buyer Šula mentioned in it was operating as a slave dealer in an Aramaic colony.¹¹⁶

It is possible that Nbk 147 refers to the sale of a free woman. However, only the end of the text is preserved, and for this reason it is difficult to interpret it with confidence [cf. Petschow 1956:66 n.184].

A document of the time of Nabonidus from Uruk is of great interest. According to this document at a time of famine in the land,¹¹⁷ a woman whose husband had died dedicated two of her young children to the Eanna temple to be slaves and marked or branded them. The text notes that the children were given to the temple so they would not die of starvation.

The documents examined above attest to the sale of children in the Neo-Babylonian period by parents of

¹¹⁶C.E. Keiser believed that a text from the time of Nebuchadnezzar II [JAOS 40 (1920) 142] deals with the sale by a free man of his daughter and a slave woman. However, the contract actually involves the sale of a slave woman and her own daughter, not the daughter of the master (the pronomial suffix -šu is used in the Neo-Babylonian period, in contrast to classical Akkadian, for both the masculine and feminine gender).

¹¹⁷YOS 6 154:5-6 su-un-qu i-na ma-a-ta ša-kin-ma. Cf. ch. II:484f.

free status,¹¹⁸ along with the normal guaranties which were given at the sale of slaves. At first glance, however, these conclusions seem contradicted by the information given in the document YOS 7 137, which concerns the arrest of Dummuqu son of Baltija, an inhabitant of the town of Šatmu, for selling his or someone else's daughter. Dummuqu was arrested in Uruk in 527 BC on the written order of an administrative official (paqūdu) at Šatmu. Later he was sent to Babylon with some other criminals, apparently to work on the estate of the satrap. The line of the text following "daughter" is destroyed, making it impossible to interpret it with certainty, but, in any case, it

¹¹⁸A number of documents has been preserved which concern the sale of children of free persons into slavery in the Ur III period. One Old Babylonian document apparently concerns the sale of a married son and his wife by the father of the son. A Middle Assyrian document attests to the sale of a free girl and her subsequent adoption. A few other texts also indicate that in Assyria, in times of need, parents sold their children and brothers sold their sisters. Analogous texts are also known from the Neo-Assyrian period. In Nuzi the sale of children was even more widely practiced. It may also be mentioned that, in the period of the Han dynasty in China, a decree was issued permitting the sale of children at times of catastrophic famine. As for the ancient Greek states, among the Thebans the sale of a child by his father was permitted in cases of poverty. However, such children could regain their freedom by proving their familial relations with free persons. About the sale of children in ancient societies see: Oppenheim 1955:72f.,80; Mendelsohn 1949:5ff.; Klíma 1951:40f., 1964b:20; Petschow 1956:61 n.173; Wilbur 1943:86; Westermann 1955:6; Chanana 1964:139.

furnishes no convincing evidence that the sale of one's own children was forbidden.

In contrast to the preceding periods, self-sale became an extremely rare phenomenon in the Neo-Babylonian period. At the present time only one Neo-Babylonian document concerning self-sale is known.¹¹⁹ According to this document, about 648 BC, at the time of the siege of Babylon by Ashurbanipal, such famine prevailed in the land that a father sold his son, and one woman sold herself into slavery¹²⁰ on the condition that her master feed her. Moreover, the document contains the stipulation that, after the siege has been lifted, any person, husband, son, brother or other member of the family, any near or distant relative may present himself to the master of the woman and redeem her by offering something equivalent to her value.¹²¹

¹¹⁹Pinches's copy of the text was published by Weidner 1952/1953:37ff. no.2. See also Oppenheim 1955:83.

¹²⁰lu-ú amat-ka, "verily I will be your slave woman."

¹²¹The self-sale of destitute citizens enjoying full rights is attested in documents from the Ur III period and also from Larsa in the period before the accession of Hammurapi. In the Old Assyrian period, a man at Kaneš sold himself and his wife into slavery, and at Nuzi self-sale to obtain food and clothing was very widespread. However, after this time there is no information about self-sale from Mesopotamia, with exception of the Neo-Babylonian document cited above. On self-sale in Mesopotamia, see: San Nicolò 1938b: 217; Mendelsohn 1949:16; Petschow 1956:66 n.185; Weidner 1952/1953:37; Klíma 1964b:20.

Documents concerning self-sale from Egypt in the

The following conclusions may be drawn from the texts examined above. The creditor could arrest an

Saite period (seventh and sixth centuries) are of great interest. According to a contract concluded in 659, a woman sold herself on the condition that no one except the buyer should have authority over her. She, the children she has already borne, and any children whom she might bear in the future would become the slaves (b'k) of this person. All the property which the woman possessed at this time and all that she might acquire in the future would belong to the buyer. The amount for which she sold herself and her children is not indicated, but the text notes that the money was given to her in person. A second document contains a proposal by a man that he and his children (including those whom he might have in the future) become the slaves of a priest "forever." All the property of this slave and all that he might acquire after the self-sale were to belong to the new master. The wife of the man selling himself into slavery is not mentioned in the contract. If she was living, she must apparently have remained free after the self-sale of her husband. Both documents were drawn up using the same formulas as for the sale of slaves [for details, see Pirenne 1948 with references to Griffith 1909:19,54 nos. 3-4; cf. Bresciani 1958:163ff.]. However, it is apparent from other texts that the man who sold himself into slavery had been for many years prior to this the slave of another person and not a free man. Thus, the same person sold himself into slavery to different persons for various periods of time. Obviously, as Seidl has suggested [1968:pp. 51ff.], in this period in Egypt slavery resulting from a self-sale lasted only a specific length of time, after which the person selling himself again became a free man.

The story from the book of Leviticus [25:39-41]

insolvent debtor and put him in a debtor's prison. There is, however, no sort of information for this period indicating that a creditor could sell the debtor to a third party. Ordinarily the debtor paid off the loan through antichresis and maintained his freedom.

The practice of pledging one's own person apparently disappeared completely in Babylonia in this period. There is no kind of information whatsoever about the right of a husband to give his wife as security, and it may be assumed with almost complete

about the man who in utmost need sold himself to his brother may also be mentioned. Apparently, such a self-sale did not lead to actual slavery, and the brother treated him as a hired laborer [see Klíma 1951:41; Weidner 1952/1953:38]. Cf. also Deuteronomy 28:68: "in Egypt you will sell yourselves to your enemies as slave and slave woman." Worthy of notice is also the report of Ktesias, preserved in Nicolaus of Damascus, that in Media a custom existed whereby a poor man could place himself at the disposal of a rich person if the latter agreed to feed him. The position of such a poor man, in the words of Ktesias, was similar to that of a slave. However, he could at any time leave his master, if he was poorly fed [see D'iakonov 1956a:334f. with references to FHG II fr.66.2]. The self-sale of free persons is also attested in the records of ancient India [see Chanana 1964:141]. Finally, in the Roman empire of the first century AD, the self-sale of citizens was recognized by law, and the children who were born to such persons after the self-sale were considered slaves. The person selling himself into slavery received the amount paid for his person himself, but, in the event that his freedom was purchased, he could no longer become a citizen enjoying full rights but only a freedman; see Shtaerman/Trofimova 1971:23.

confidence that this was forbidden by law.¹²²

Free persons, however, had the right to use their children as security. According to Petschow [1951:56 n.1], this right is derived from the fact that children were considered to be subordinate persons under the authority of the patriarchal head of the family. Parents used their children as security only in very rare instances. The position of these children was similar to that of a slave, and their labor was appraised at the same rate as the labor of a slave, i.e., one sūt (c. 6 liters) of barley a day. After the person used as security had worked off the debt and interest, he was no longer bound to the creditor in any way; however, the children of insolvent debtors who had been used as security could be enslaved. Moreover, the limitation of debt slavery to the specific length of time established by the Code of Hammurapi¹²³ was no

¹²²The use of a wife as security by her husband is permitted by the Laws of Eshnunna [§24], the Code of Hammurapi [§117], and the Middle Assyrian Laws [I §32]. See Petschow 1951:57 n.1.

¹²³According to §117 of the Code of Hammurapi, debt slavery was limited to three years, but no such limitation existed in Assyria. In Nuzi, debt slavery was widespread, and the time required to work off the debt sometimes lasted up to fifty years. In Judea, slave debtors who were Hebrews could be held in slavery for only six years, after which they were freed [Deuteronomy 15:1-18]. The law demanded that Hebrews who had been forced to sell themselves into slavery be treated like hired laborers. If the master of such a slave was of the same tribe, the slave had to serve for a six-year period, if his buyer insisted on it. If the master was not of the same tribe, he had to free his Hebrew slave as soon as the slave was in the position

longer in effect [Petschow 1951:57 n.1]. In one case the son of an insolvent debtor became a temple slave, and it is clear that such slaves could not be redeemed or freed. Consequently, the transformation of slave debtors, who formed an intermediary social group, into slaves in the true sense of the word was possible.

Self-sale in first-millennium Babylonia became an exceptionally rare occurrence, possible only under catastrophic circumstances. The sale of children by their parents was permitted by law, but this was resorted to very rarely and then only in cases of abject poverty [Petschow 1956:60f.]. Self-sales normally mention the right of redemption, and children who had been sold into slavery could probably be redeemed with the agreement of the buyer.¹²⁴

Judging from the documents, a process of social stratification among free persons was in progress, but the impoverishment and enslavement of free persons was by no means large scale in nature.¹²⁵ This is

to redeem himself [Leviticus 25:39-42]. As far as Babylonian and Assyrian laws of the first millennium are concerned, insofar as it is possible to form a judgment about this from private legal texts, no distinction whatsoever was made between slaves of local and foreign origin. For debt slavery in ancient Babylonia and Judea see: Struve 1958:3ff.; Mendelsohn 1949:90; BabL I:223; Pirenne 1952:82; Volterra 1957:683 n.1; Klíma 1964b:21.

¹²⁴Cf. the late Babylonian word pirkū/pišku, "redemption," from aramaic prq, "to redeem (from debt slavery)" [see von Soden 1954:207, 1968:263].

¹²⁵It is therefore impossible to agree with Meissner, who believed that in the Neo-Babylonian period the enslavement of free persons took place on

apparently to be explained by the relatively high standard of living in Babylonia during this period and by the wide range of opportunities for persons deprived of land to work as hired laborers, to rent land and the necessary work tools, to enter the service of the king, and the like. Thus, in contrast to all the preceding periods in the history of Mesopotamia, debt slavery played, practically speaking, an insignificant role in the Neo-Babylonian and Achaemenid periods.¹²⁶

such a large scale that in the end only patricians and slaves were to be distinguished from one another [Meissner 1920 BuA I:385f.].

¹²⁶This conclusion is also valid with respect to the other more developed Near Eastern countries in the seventh to the fourth century (Egypt, Phoenicia, Elam, etc.) and also to the late Assyrian empire.

Slave Sale Contracts

Slaves, along with livestock, were a major form of movable property and objects of commerce. For this reason, the number of documents concerning the sale of slaves is exceptionally large. As a rule, they were drawn up very carefully and sometimes contain detailed information about slaves.

It is noted in the contracts that the master sells¹²⁷ his slave "of his own free will" (ina hūd libbišu) for a specific amount, which is the price "agreed upon" or the "full" price.¹²⁸ Further, the sale contracts contain guaranties assuring the slave owner that he will not be deprived of the slave whom he has purchased.

The formulation of documents concerning the sale of slaves, just as the formulation of private legal documents in general, remained basically the same in the Neo-Babylonian, Achaemenid, and Hellenistic periods. In the period of the reigns of Artaxerxes I (464-423) and Darius II (423-404) new stipulations not previously encountered appear in documents involving the sale of slaves, and these figure later in documents of the Seleucid period [see NRVU:99f., 113; Krückmann 1931:40 n.4; Mendelsohn 1949:39]. This indicates the emergence of new social phenomena in Babylonia in the second half of the fifth century, which were to remain characteristic of the Hellenistic period as well.

¹²⁷ana kaspi nadānu//abāku, "to sell//buy (lead away) for silver."

¹²⁸ana šimi ḫarīṣ//gamrūti. Cf. Landsberger 1930:280; Rabinowitz [1961:144] believed that the expression šim ḫarīṣ should be translated as the "final" price and not as "the agreed upon" price.

In the Neo-Babylonian and early Persian periods, the guaranty formulas used at the sale of slaves usually consisted of the following phrases: *pūt sēḫi*¹²⁹ *pāqirāni*¹³⁰ *arad-šarrūtu*¹³¹ *u mār-banūtu*¹³² i.e., the seller makes a guaranty to the purchaser against (suits brought by) a person making a false claim, a person with a vindication suit, (against a suit claiming for the slave) the status of a royal slave or the status of a free person [cf. CAD A/II:212;

¹²⁹For the meaning of *sīḫū* ("complaint") see: Ungnad 1937a:137; Cardascia 1951:172; Ebeling 1953:201; Petschow 1956:7f. n.4; San Nicolò/Petschow 1960:27. This word is often encountered with the determinative *amēlu* ("man") in the meaning "person who raises objections" [cf. CAD A/II:212, "a person acting unlawfully"]. In a number of cases, this guaranty was also given at the sale of other property, e.g., boats [BIN 1 105:5; Cyr 310:6] or livestock (see n.130).

¹³⁰For the meaning of *pāqirānu* (literally, "plaintiff") see Cardascia 1951:172. Guaranties regarding *sīḫū* and *pāqirānu* were also given at the sale of fields and livestock (oxen, cows, and asses); see BR 8/7 no.40:17 (*amēl*)*si-ḫu-ū u (amēl)pa-qī-ra-nu . . . a-na libbi eqli*; YOS 6 132:5-6; TMH 2/3 22:8-9 (*amēl*)*si-ḫi-i u (amēl)pa-qī-ra-nu šā ina muḫ-ḫi alpi//imēri*.

¹³¹When slave women are involved, the expression *arad-šarrūtu* ("status of a royal slave") is usually replaced by the term *amat-šarrūtu*, but sometimes at the sale of slave women *arad-šarrūtu* is encountered instead of the expected *amat-šarrūtu* [YOS 6 201; NRVU 76]. For details see ch. III.

¹³²For *mār-banūtu* (status libertatis, "status of a free person"), see Cardascia 1951:172; Ebeling 1953:75.

for a slightly different translation, see CAD M/I:257].

In the reigns of Artaxerxes I and Darius II, as well as in the Seleucid period, the above-mentioned guaranty formula was broadened a great deal and had approximately the following form: *pūt sēḫi pāqirāni širkūtu*¹³³ *šusānūtu*¹³⁴ *mār-banūtu arad-šarrūtu*¹³⁵ *bīt sisī bīt kussi bīt narkabti*, i.e., the seller makes a guaranty against (suits brought) by a person making a false claim, by a person with a vindication suit, (against suits claiming) the status of temple slave, of a *šusānu*, of a free person, of a royal slave, of a cavalry fief, of a throne fief, of a chariotry fief.¹³⁶

In some documents additional guaranties are given with respect to *sipru*,¹³⁷ *muškēnūtu*,¹³⁸ and *bīt paššūri*.¹³⁹ In rare instances the above-mentioned guaranty formula is encountered with the negation,

¹³³"Temple slavery"; see ch. II:469ff.

¹³⁴For the meaning of the term *šusānu*, see ch. IV:626ff.

¹³⁵Sometimes *arad-ekallūti* (literally, "palace slavery") replaces *arad-šarrūtu* [see PBS 2/I 60].

¹³⁶The terms "a cavalry fief, a throne fief, (and) a chariotry fief" designate various obligations of royal service, but the nature of these duties is not entirely clear in the group of documents in question.

¹³⁷YOS 6 196:11, Nbk 201:8 *pu-ut si-pi-ri//si-ip-ri*. The precise meaning of this phrase is unclear.

¹³⁸NRVU 96 (*amēl*)*KI.ZA.ZA-ū-tū*. See ch. IV:645.

¹³⁹"A table fief," literally, "house of the table." The precise meaning is unclear. See NRVU 96.

pūt la sēhf . . . [NRVU 76,96; and others], and sometimes alternate phrasing is encountered.¹⁴⁰

These guaranties are intended to be "in perpetuity" (ana ūmī šātī), but, in a number of cases, the seller guarantees that within the first hundred days after the sale the slave will neither run away (la ḫalāqi) from his new master (see below p.220) nor die suddenly (pūt mītūti). Sometimes persons other than the seller, his relatives or another person altogether, bear the responsibility for the guaranties listed in the contract.

However, all these guaranties, the number of which goes up to fifteen, are almost never encountered together in a single document. Many texts contain only guaranties with regard to suits brought by a person making false claims, vindication suits, royal slavery, and personal freedom, and in some cases only the first two guaranties are given. In one document [CT 4 pl.47 no.1, from the reign of Darius I] only the vindication guaranty (pūt la paqāri)¹⁴¹ is given.

¹⁴⁰NRVU 71 and 85: pu-ut uš-ku-tu šā (amēl)a-me-lut-tum. Such guaranties come mainly in sales of large cattle and sheep [NRVU 97; Nbk 13:8, 360:5; Nbn 680:13; for the meaning of the term uškūtu, see Koschaker 1911:181; AfO Beiheft 6 (1940) 52; CAD A/II:290; AHw:1441].

¹⁴¹For guaranty formulas at the sale of slaves, other than those works mentioned above in notes 128, 129, and 132, see also: Oppert 1888c:20f.; Kohler 1902:428; Boissier 1924:32f.; Koschaker 1911:173-181; Rutten 1935:20,137; Eilers 1934:94; Krückmann 1931:19f.,39-41; NRVU:104f.; San Nicolò 1929a:43ff., 1925b:28, 1925a:42ff., 1931a:209ff.; 1950b:225f., Petschow 1956:27; Cardascia 1954:115f. n.2.

In earlier periods, in contracts involving the

Thus, the seller had to guarantee that the slave whom he sold was not a free man, did not belong to the king, a temple, or other private person, and did not have any duties to fulfill for them and that, therefore, no legal claim could be laid upon the slave for any grounds whatsoever.¹⁴²

If anyone laid claim to a slave who had been sold, his former owner had to prove these claims were unfounded, "to clear"¹⁴³ the slave before judges and to return him to his legal owner. In the event that the slave was not cleared, the seller was obliged to return the price of the slave and sometimes, apparently, to pay a fine as well.¹⁴⁴

sale of slaves, a guaranty was given that the slave was not subject to epileptic fits (šibtu bennu). The Code of Hammurapi [§278] stipulates a term of one month for such a guaranty, but Neo-Assyrian documents [ARU 466; AfO Beiheft 6:59 no.109] indicate that the buyer could return an epileptic slave within one hundred days after the purchase date. Cf. BabL I:479 n.7; San Nicolò 1931a:211.

¹⁴²According to Augapfel [1917:89], some of these guaranties are also contained in the Talmud (see Gitṭin 86a); documents concerning the sale of slaves had to indicate that the slave sold was not a free man, that neither the king nor any other person had the right to dispose of him, and that no one had the right to lay any claim upon him.

¹⁴³murruqu [see Fossey 1917:491-493; Pognon 1921:30ff.; Cardascia 1951:172, 1954:115f. n.2; Yaron 1958:15ff.; San Nicolò 1931a:209; von Soden 1966:181.

¹⁴⁴According to PBS 2/I 113 (Nippur, 421 BC), the seller of a slave convicted of violating one of the

According to the fragmentarily preserved Neo-Babylonian laws [§6 II 15-23], if any kind of claim arose with regard to a slave girl who had been sold and the true owner (the claimant) took the slave girl away, the seller was obligated to return to the purchaser the purchase price and to pay on top of this a half shekel of silver for every child the slave girl had borne in the meantime [see Meissner 1920 BuA I:383; San Nicolò 1931a:202; Schwenzner 1923; BabL I:326, II:338f.; Szlechter 1971:78]. The half shekel functioned as compensation for the loss of her labor associated with giving birth [cf. Petschow 1966:277].

Let us proceed now to an examination of the documents.

Nbk 62: "Šamaš-uballit son of Šilla has

normal guaranties had to pay the purchaser one mina of silver, although he received only fifty-five shekels for the slave he had sold. The document NRVU 68 (Babylon, 537 BC) gives another example of the vindication of a slave, where, however, no fine is stipulated. Cf. also BRM 1 51, according to which a slave woman is given to the plaintiff, but with full payment of her purchase price. In one recently published document [McEwan 7, Nippur 607 BC], the seller of a slave woman declares to the buyer that she is free from claim (zakītu). In Egyptian documents of the Saite and Achaemenid periods, it is also noted that, in the event of the vindication of a slave by a third person, the seller must "clear" the slave whom he has sold and that, if he is not in the position to do this, he is obligated to return the purchase price and to pay a fine in addition. Analogous clauses are required at the sale of fields and livestock; see Seidl 1968:57f. with references to the papyri: P. Berl. 13571, P. Turin 228, P. Loeb 44, P. BM 10117, P. Bibl. Nat. 223, P. Vat. 10574. Cf. Bresciani 1958:162f.

voluntarily received from the hand of Mušeziḫ-Bel son of Marduka two-thirds mina and five shekels of silver, the price of his young slave girl Ibniḫa. Šamaš-uballit is responsible for any false claim or vindication suit which may arise with regard to Ibniḫa.

Witnesses (four persons) and scribe (name). The town of Paḫirtu, the 15th day of (the month) Araḫsamnu, the 7th year of Nebuchadnezzar, king of Babylon."

This text attests that the seller received forty-five shekels from the hand of the buyer for his slave girl. However, such statements were in fact often fictitious, since the buyer frequently gave the seller an abstract promissory note (u'iltu) for part or all of the amount instead of money or other property [see Koschaker 1911:38; Petschow 1959a:47,73]. For example, to judge from NRVU 76, a slave woman was sold for two minas fifty-two shekels, and her master received the entire sum from the hands of the woman purchaser. It is clear, however, from NRVU 77 that she still owed the other party thirty-two shekels and had not completely paid for the slave woman at the conclusion of the deal. For this reason, the husband of the woman making the purchase guaranteed that the remainder of the sum would be paid in two weeks' time [see NRVU:116]. According to Nbk 103, a slave was sold on credit, and the buyer took an oath to pay the money within ten weeks and, in the event that he did not do so, to return the slave and pay quitrent for him. Thus, the buyer was already in possession of the slave before the payment of the purchase price [for the sale of slaves on credit, see also Nbk 195 and Camb 165].

Nbk 100: "Ibna son of Šum-ukin, of his own free will, sold Šahna and her three-year-old daughter Ša-Nana-bani to Šamaš-dannu son of Mušeziḫ-Marduk descendant of the priest of the city of Akkad for one-half mina five shekels of silver, the price agreed upon.

Ibna son of Šum-ukin is responsible for false

claims and vindication suits, (and suits claiming) the status of a royal slave or of a free person.

Witnesses (names of four persons) and scribe (name).

Babylon, the 2nd day of (the month) Tašritu, the 13th year of Nebuchadnezzar, king of Babylon."

Nbk 207: "Ubartu and Nabu-nadin-ahi are the slaves whom Kabtija son of Nabu-na'id descendant of the measurer and his mother, Guzummu, have voluntarily sold to Kašir son of Iqiša descendant of Nur-Sin for fifty-five shekels of silver, the price agreed upon.

Kabtija and Guzummu are responsible for false claims and vindication suits.

Šapik-zeri son of Kina descendant of Egibi (and) Nabu-mukin-apli son of Bel-našir descendant of Gimillu are responsible for (paying) one-half mina within a year.

Witnesses (the names of three persons) and scribe (name). Babylon, the 11th day of (the month) Šabaṭu, the 29th year of Nebuchadnezzar, king of Babylon."

As one can see, the slave woman Ubartu and the slave Nabu-nadin-ahi were sold for fifty-five shekels. However, Kašir, who bought them, paid only twenty-five shekels at the conclusion of the transaction, and two other persons guaranteed payment of the remaining thirty shekels within a year.

Ner 2: "Bel-aḥḥe-iddin and Nabu-aḥḥe-bullit, the sons of [Esagil-šum-ibni] descendant of Sin-damaqu, and [their] mother Rimat [daughter] of Šuzubu descendant of the priest of the sanctuary have, of their own free will, sold Nabu-edu-ušur, [his] wife Banitum-umma, Kišrinni and Gimilinni, their(?) daughters(?), a total of four slaves, to Nabu-aḥḥe-iddin son of Šula descendant of Egibi for two minas of silver, the full price.

Bel-aḥḥe-iddin and Nabu-aḥḥe-bullit, the sons of Esagil-šum-ibni descendant of Sin-damiq, and their mother Rimat are responsible for false claims, vindication suits, and (suits claiming) the status of a free person in respect to these slaves. (Each of them

makes a guaranty for the others.

Witnesses (the names of six persons) and scribe (name). Babylon, the 16th day of (the month) Ululu, the accession year of Nergal-šar-ušur, king of Babylon."

Two brothers and their mother (the father was apparently not alive) sold four slaves and guaranteed that the persons whom they had sold were really their own legal property.

Nbn 13 [cf. Peiser's transliteration and translation in KB 4:206-209]: "Belilitu daughter of Bel-ušeziḫ descendant of the messenger declared the following to the judges of Nabonidus, king of Babylon: 'In the month of Abu, the first year of Nergal-šar-ušur, king of Babylon, I sold my slave Bazuzu to Nabu-aḥḥe-iddin son of Šula descendant of Egibi for one-half mina five shekels of silver, but he did not pay cash and drew up a promissory note.'

The royal judges listened (to her) and commanded that Nabu-aḥḥe-iddin be brought before them. Nabu-aḥḥe-iddin brought the contract that he had concluded with Belilitu and showed the judges (the document which indicated that) he had paid the silver for Bazuzu.

And Zerija, Nabu-šum-lišir, and Etellu testified before the judges about the silver which their mother Belilitu had received.

The judges took counsel among themselves, ruled against Belilitu's suit for one-half mina five shekels, and awarded (this amount) to Nabu-aḥḥe-iddin.¹⁴⁵

Present at the pronouncement of this judgment were: (the names of six judges and their seals follow), scribe (name and seal).

Babylon, the 12th day of (the month) Šabaṭu, the

¹⁴⁵Peiser's translation [KB 4:209], "they decided the lawsuit in favor of Bililitu, but awarded (the slave) to Nabu-aḥḥe-iddin," seems incorrect to me.

accession year of Nabonidus, king of Babylon."

As is clear from the text, Belilitu sold a slave by the name of Bazuzu to Nabu-aḥḥe-iddin for thirty-five shekels in 559, but three years later she filed a complaint that she still had not received the money for her slave. However, Nabu-aḥḥe-iddin showed the judges a document concerning the payment of the slave's purchase price, and the three sons of Belilitu confirmed that their mother had actually received the money. Therefore the court ruled that Belilitu had to pay a fine of thirty-five shekels of silver to Nabu-aḥḥe-iddin.

The very contract that deals with the sale of the slave Bazuzu to Nabu-aḥḥe-iddin has been preserved. According to this document [Ner 23], one of Belilitu's sons, namely Etellu, was responsible for the guaranties normally given at the sale of slaves. It is also to be noted that Ner 42 attests that Belilitu sold a slave to this same Nabu-aḥḥe-iddin in 558. However, her son Zerija asserted a claim to this slave, and the latter was returned to the plaintiff [see BRL III:16; Marx 1902:53].

Nbn 42: "Nabu-iddin son of Nabu-na'id descendant of Balaṣu is the guarantor for the slave women, Didinnatu and . . .-lumur, whom Iddin-Marduk son of Iqiša descendant of Nur-Sin has purchased¹⁴⁶ from the hand of Nabu-kašir son of Nabu-zer-lišir. He must bring (them) to Babylon and along with the messenger of Iddin-Marduk turn (them) over to Iddin-Marduk.

Witnesses (the names of four persons) and scribe (name). Šahrinu, the 15th day of (the month) Kislimu, the 1st year of Nabonidus, king of Babylon."

Nbn 39/40 show that the slave women mentioned in Nbn 42 were sold by their master, Nabu-kašir, to two brothers, Mušezib-Marduk and Marduk-šum-iddin, for

¹⁴⁶i-bu-ku, literally, "(whom) he led away."

fifty shekels. The seller gave the appropriate guaranties, and the sale contract was concluded in Bit-tabi-Bel, one of the suburbs of Babylon. However, judging from Nbn 42, this contract was cancelled for some reason, because, exactly a month after Nbn 39/40 were drawn up, the same Nabu-kašir sold both slave women to Iddin-Marduk in Šahrinu, another suburb of Babylon. A certain Nabu-iddin was the guarantor, who was required to take these slave women to Babylon and give them to their new owner.

Nbn 194: "Uqupu, the slave of Nabu-mukin-zeri son of Marduk-zer-ibni descendant of Uballiṣu-Marduk, was sold to Nabu-aḥḥe-iddin son of Šula descendant of Egibi for one mina five shekels, the full price.

Balatsu son of Apla descendant of Bel-eṭir was present as witness to the promissory note held by Nabu-aḥḥe-iddin.

Babylon, the 30th day of (the month) Ululu, the 5th year of Nabonidus, king of Babylon."

As is clear from the text, Nabu-mukin-zeri owed Nabu-aḥḥe-iddin a certain sum and gave him a slave in payment.

Nbn 388: "Nabu-ereš son of Tabnea descendant of Aḥu-bani has, of his own free will, sold his slave woman, an old woman (by the name of) Li'itu, to Šapik-zeri son of Nabu-zer-iddin descendant of the grain merchant for fourteen shekels of silver, the price agreed upon.

Nabu-ereš is responsible for false claims, vindication suits, or (suits claiming) the status of a royal slave woman or of a free person that may arise with respect to Li'itu.

Witnesses (names of three persons) and scribe (name). Babylon, the 8th day of (the month) Addaru, the 9th year of Nabonidus, king of Babylon."

This same Nabu-ereš, together with his brother, sold another slave, a baker, for fifty-five shekels in the same year, and, in the following year, he sold

still another slave for fifty shekels [Nbn 336 and 434].

Nbn 693: "Aḥija-likin son of Nabu-ajalu and Ḥašdija son of Terik-šarrutsu have, of their own free will, sold their slave girl Nana-silim, a six-year-old girl whose wrist is marked with the names Aḥija-likin and Ḥašdija,¹⁴⁷ to Marduk-šum-iddin son of Zerija descendant of the priest of (the goddess) Gula for seventeen shekels of silver, the price agreed upon.

Aḥija-likin son of Nabu-ajalu and Ḥašdija son of Terik-šarrutsu make a guaranty against false claims, vindication suits, (or suits claiming) the status of a royal slave girl or of a free person that may arise with respect to Nana-silim.

Witnesses (the names of two persons), scribe (name). Babylon, the 21st day of (the month) Nisanu, the 13th year of Nabonidus, king of Babylon."

Cyr 332 [cf. the translations in BRL II:43f.; Marx 1902:32-34]: "[. . . in the 6th year] of Nabonidus, king of Babylon, [. . .] and his wife Ajartu [sold] Mušeziḥ-Šamaš to Nur-Šamaš [. . .] for the [full] [price]. Nur-Šamaš drew up in his own name the (original) document regarding Mušeziḥ-Šamaš, but, in the 7th year of Nabonidus, king of Babylon, in place of one-half mina (of silver), the dowry of his wife Burašu, he drew up a (new) sealed document and gave it to his wife Burašu.

(Then) Nur-Šamaš died. After the death of Nur-Šamaš, Burašu and her second husband, Tabbanea, used him (i.e., the slave) as security for (a loan of) one-half mina of silver, placing him at the disposal of Appanu son of Abu-nur.

Then, in the 6th year of Cyrus, king of Babylon, king of lands, Burašu and her husband, Tabbanea, sold

¹⁴⁷Literally, "whose wrist is inscribed in the name of Aḥija-likin and Ḥašdija."

their slave Mušeziḥ-Šamaš for one mina fifty shekels of silver, the full price, and in their document they noted¹⁴⁸ the following: 'The fifty shekels of this (amount) are given as [payment(?) to Appanu.]

Now, in the 8th year of Cyrus, king of Babylon, [. . .], Ajartu, the wife [of . . .], brought suit against me with regard to Mušeziḥ-Šamaš, (saying that he is) a temple slave¹⁴⁹ [of . . .]. I have come to you¹⁵⁰ [. . .] with Ajartu [. . .]

The priest of Sippar [. . .] he brought Ajartu before them. They questioned(?) Ajartu, and she did not prove that Mušeziḥ-Šamaš is a temple slave or a free man.

Bel-uballit, priest of Sippar, a member of the board of the temple of Šamaš,¹⁵¹ (and) the elders [of the city] read the contracts regarding the slavery¹⁵² of Mušeziḥ-Šamaš that Iddin-Nabu brought before them, beginning with the 6th year of Nabonidus, king of Babylon, up to the 8th year of Cyrus, king of Babylon, king of lands, while Ajartu did not prove that Mušeziḥ-Šamaš was a temple slave or a free man.

They took counsel with one another, and they fined Ajartu one mina fifty shekels along with two-thirds mina eight(?) shekels) of silver and gave them to Iddin-Nabu because Ajartu had brought false suit against Iddin-Nabu with regard to (the slave) being a free man.

Present at the resolution of this matter were:

¹⁴⁸Line 13: ú-še-du-ú, literally, "made known."

¹⁴⁹Line 16: (amēl)šim-ki (instead of šir-ki).

¹⁵⁰Literally, "in front of you."

¹⁵¹Line 21: (amēl)ērib bīt (d)šamaš.

¹⁵²Line 22: (amēl)ardu-ú-tu.

(names which are poorly preserved follow). [...] the 8th year [of Cyrus, king of Babylon, king of lands]."

The text cited above is the protocol of a court inquiry. Nur-Šamaš bought the slave Mušezib-Šamaš in 551 and later gave him to his wife, apparently to compensate her for the sum of one-half mina of silver, her dowry, which he had spent. After the death of Nur-Šamaš, his widow Burašu married a second time and, jointly with the new husband, first used this slave as security for a loan of one-half mina of silver. Then, in 533, they sold the slave to Iddin-Nabu for one mina fifty shekels. In the year 531, Ajartu, the original owner of Mušezib-Šamaš, brought suit against Iddin-Nabu. Apparently she contended that Mušezib-Šamaš, sold by her nineteen years earlier, had already become a free man, or that he had been emancipated. However, she apparently had no evidence to establish her claim after Iddin-Nabu presented to the court the documents concerning the sale of Mušezib-Šamaš, beginning with the contract drawn up nineteen years prior to this time. The court ruled that the plaintiff had to pay the defendant one mina fifty shekels and, apparently, an additional forty-eight shekels, an amount equal to the price for which the slave was sold the last time plus twenty percent of his price from the time when he was first sold [see BRL II:47]. The amount for which Mušezib-Šamaš was bought in 551 is not indicated in the document, but, since he was soon used as security for a loan of thirty shekels of silver, his purchase price was evidently equal or close to this amount. Mušezib-Šamaš was probably still a boy in 551. Nineteen years later he was sold for one mina fifty shekels, i.e., almost four times his original price [see BRL II:45]. It is interesting to note that the buyer, as is clear from the text, received from the previous owner the documents relating to the slave.

Camb 165: "Nabu-iqiša son of Šellibi descendant of the basket maker, in conjunction with a promissory note held by Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin

descendant of Egibi (attesting) to the fact that he¹⁵³ received a slave from his¹⁵⁴ hands, must pay the silver or bring the slave and give (him) to Itti-Marduk-balaṭu before the 5th day (of the month) of Abu.

Amtija daughter of Ibna descendant of Dabibi is guarantor for Nabu-iqiša.

Witnesses (the names of two persons) and scribe (name). Babylon, the 28th day of (the month) Du'uzu, the 3rd year of Cambyses, king of lands."

As is clear from the text, Nabu-iqiša bought a slave from Itti-Marduk-balaṭu on credit, giving his creditor a promissory note. At the expiration of the period of time stipulated in the contract, the seller demanded either payment of the price of the slave or the return of the latter [cf. Koschaker 1911:38].

Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin mentioned in the text cited above was the head of the house of Egibi, a big slave dealer who often bought slaves through his agents [cf. Petschow 1954a:136f.]. In 547, he bought a slave woman and her young son in Babylon for one mina ten shekels of silver [Liverpool 1] and another slave as well [Nbn 367]. In the following year he bought a slave, his wife, and their four-year-old daughter for two minas [Nbn 400] and acquired another slave through one of his agents [Liverpool 14]. In 545, Itti-Marduk-balaṭu bought six slaves (including a family of three persons). Anticipating that the sale of one of the slave women would be protested, he called together a number of people, including the person who was preparing to file the complaint, eight days before the purchase was concluded and announced his intention to buy six slaves and slave women, whose names he gave. Later, when the

¹⁵³ I.e., Nabu-iqiša.

¹⁵⁴ Itti-Marduk-balaṭu.

slaves had already been purchased, the transaction was examined by a court of law. However, the decision of the court has not been preserved due to the fragmentary nature of the document [Nbn 495,508,509; cf. Nbn 400; also BRL IV:81-83; Petschow 1954a:136f.]. In this same year of 545, Itti-Marduk-balaṭu also purchased another slave [TCL 12 99] and, in the following year, two slave women, for whom he paid thirty-two and forty-seven shekels respectively [Nbn 635 and 675].

In 542, he acquired a slave woman, her thirteen-year-old daughter, and her six-month-old son for one mina five shekels, then used them as security, and nine months later sold them to a third party [Nbn 765,772,832; cf. BRL I:27f.]. In this same year of 542, he also bought three slave women [Moldenke I 29]. In the following year he acquired a field in Sippar and had already paid for it when the transaction was cancelled for some reason, and the owners of the field gave him a slave woman appraised at one and a third minas in place of the field [Nbn 829,837,903].

In 540, Itti-Marduk-balaṭu bought three slave women [Nbn 953] and, in 536, a slave for two minas thirty-two shekels [Cyr 120]. In 539, he acquired four kur three pān three qa of land (c. 6.2325 hectares) for five minas forty-nine shekels, two slaves and a slave woman for five minas, and also several houses, paying a total of twenty-four minas thirty-seven shekels for all this property.¹⁵⁵ According to the terms of the agreement, if, in the future, the sellers or their relatives should claim that they had not sold the fields, the houses, and the slaves, they were obligated to return to Itti-Marduk-balaṭu twelve times the amount they had received from him. He also purchased a slave

¹⁵⁵Cyr 160/161:4 šīm eqlēti(meš) bītāti(meš) u (amēl)a-me-lut-tu, "the price of the fields, the houses, and the slaves."

and his son in the same year [Cyr 171], and a slave woman in 532 [Cyr 261].

In 528, he sold a slave woman in the city of Opis for one mina twenty-five shekels [Camb 143,144] and, in 527, two slaves and a slave woman for three and a half minas [Camb 189], as well as another slave woman [Liverpool 19]. In the same year, he received his share of some business transactions from a trading partner, which included two slave women and the son of one of them (who were appraised at a total of four and a half minas), three male slaves, and ten minas sixteen shekels of silver, not counting a field which up to that time had been common property [TCL 13 160]. In 525-524, he purchased seven slaves.¹⁵⁶ About the same time, Itti-Marduk-balaṭu bought a house in Borsippa from a widow, but, instead of paying her in cash, he gave her the slave woman and her two daughters whom he had just purchased. The widow, in her turn, sold these slave women to a third person, but they later turned up again in the possession of Itti-Marduk-balaṭu. A little over a year later, he sold them to their original owner, Ḥabaširu, for two and two-thirds minas [Camb 290,309,377,388; cf. BRL II:40f.; Petschow 1959a:71]. In 524, Itti-Marduk-balaṭu traded¹⁵⁷ a house in Kish for three slave women. It is interesting to note that Itti-Marduk-balaṭu bought some slaves in Iran and possibly Elam where he personally went for business [Camb 362; cf. Cyr 15,29,37,60,227].

A number of documents attest to the purchase and sale of slaves by other members of the house of Egibi.

¹⁵⁶Including a slave woman and her two daughters, one of them a babe-in-arms [Camb 290,309], and an Egyptian woman who had been taken captive, with her three-month-old daughter [Camb 334].

¹⁵⁷Camb 362:7 uš-pe-e-lu-u'.

In 579, Nabu-aḥḥe-iddin son of Šula descendant of Egibi bought a slave woman for twenty-five shekels [Nbk 166], and, in 577, he sold a slave in Babylon for forty-six and one twenty-fourth shekels. The buyer paid only five shekels, obligating himself to settle the account in full within four months [Nbk 195].

In 564, a Babylonian woman by the name of Rimat sold a slave woman to a certain Nabu-eṭir for twenty-three shekels. The money was paid from the funds of the buyer's wife [Nbk 386]. Thirteen months later Nabu-aḥḥe-iddin placed a claim on this slave woman and, after paying Nabu-eṭir and his wife twenty-three shekels, took possession of her. Nabu-eṭir was obligated to give to Nabu-aḥḥe-iddin the document concerning the purchase of the slave woman from Rimat [BRM 1 51; cf. San Nicolò 1947a:300 n.1; Petschow 1959a:69]. It is unclear in this case just what the right of vindication was based upon, but it is evident from the document Nbn 760 that, several years later, Nabu-aḥḥe-iddin included this slave woman in his daughter's dowry. In 559, he bought a slave and his wife for one and a half minas [TCL 12 65]. In 554, he acquired a slave woman and her son through an agent of his for forty shekels [Moldenke I 12] and, in 552, a slave for fifty shekels [Nbn 147]. In 549, Nabu-aḥḥe-iddin bought a slave woman, her son, and her three daughters for two minas thirty-five shekels [Nbn 257] and two male slaves, one for forty-five shekels and the other for fifty-two [Nbn 126,¹⁵⁸ 270]. In 544, he acquired two slave women, one for thirty-one shekels and the other for thirty-seven shekels [Nbn 671,680; cf. also Nbk 31; Ner 2; Nbn 13,194].

¹⁵⁸Strassmaier dated this document to the 2nd year of the reign of Nabonidus. The date of the document is poorly preserved, but it is a duplicate of Nbn 274, which was drawn up in the 7th year of Nabonidus.

Nabu-aḥḥe-bullit, the son of Itti-Marduk-balaṭu, head of the house of Egibi, bought a slave and his wife for four minas [Dar 340].

Another son of Itti-Marduk-balaṭu also bought slaves, as is clear from the following documents.

Dar 212: "Bel-nadin-apli, Nabu-iddin, and Na'id-Bel, the sons of Bel-uballit descendant of the potter, have, of their own free will, sold their slave Nabu-silim to Marduk-naṣir-apli son of Itti-Marduk-balaṭu descendant of Egibi for four minas ten shekels of white silver with an alloy of one-eighth shekel per shekel, the price agreed upon.

Bel-nadin-apli, Nabu-iddin, (and) Na'id-Bel make a guaranty against false claims, vindication suits, (or suits claiming) the status of a royal slave, of a free person, or of a šušānu that may arise with respect to Nabu-silim.

Bel-nadin-apli, Nabu-iddin, and Na'id-Bel received four minas ten shekels of silver, the price of their slave Nabu-silim from the hand of Marduk-naṣir-apli.

Witnesses (the names of four persons), scribe (name). (The town of) Haḥḥuru, the farmstead of Šaribba. The 26th day of (the month) Kislimu, the 6th year of Darius, king of Babylon, king of lands."

Dar 537: "Mušezib-Marduk son of Marduk-šum-ibni descendant of the construction inspector has, of his own free will, sold his slave Arad-Madanu, who is a leper (and) whose hand is marked with the names of his masters, Takiltu and Belittum, to Širku¹⁵⁹ son of Itti-Marduk-balaṭu descendant of Egibi for fifty-three shekels of silver with one-eighth shekel of alloy per shekel, the price agreed upon. Širku has paid Mušezib-Marduk the fifty-three shekels of silver, the price of his slave Arad-Madanu.

¹⁵⁹Another name for Marduk-naṣir-apli [see Ungnad 1941a:63].

If any kind of claim should arise with regard to Arad-Madanu, the slave of Mušezib-Marduk, Mušezib-Marduk must 'clear' Arad-Madanu and give (him) to Širku.

Witnesses (names of six persons), scribe (name). Babylon, the 9th day of (the month) Ajaru, the 22nd year of Darius, king of Babylon and the lands."

In other documents the following prices for slaves are recorded. Slaves or slave women are sold or evaluated at pledging for between eight and eighteen shekels: UET 4 4,28,30,190 (the price of a small slave girl is ten kur of barley, i.e., about ten shekels of silver); YOS 6 201; NRVU 63 (two slave women for thirty five shekels); TMH 2/3 19 (a young slave girl for fifteen shekels); Nbk 191 (the price of a slave is eighteen kur of barley, i.e., about eighteen shekels of silver); JAOS 40:142 (a slave woman and her daughter cost sixteen shekels); Ner 1 (a slave, his wife and daughter for forty-five shekels).

Nineteen to twenty-seven shekels: AfO 16:41 no.7 (a slave woman and her three children are sold for one and one-third mina); CT 55 92; Joannès 58 (a slave, his wife, their two sons and two daughters for two minas forty-four shekels), 82 (a slave woman and her son for fifty shekels); McEwan 4,35 (a slave and his two sons for one mina ten shekels); Nbk 67,110,346,386; Ner 59 (two slave women and a male slave cost one and a third minas); NRVU 108, Nbn 196 (a four-year-old slave girl is sold for nineteen shekels), 300 (an "old slave"¹⁶⁰ purchased for twenty-two shekels); AnOr 8 11 (a slave woman and "her children" are appraised at twenty shekels); Moldenke I 11 (a slave girl who has "(just) given birth"¹⁶¹ is sold for twenty shekels, inclusive

¹⁶⁰Line 3: (amēl)qal-la-šú (amēl)šī-i-bi.

¹⁶¹Line 6: māri-šú šā . . . tu-li-di.

of the price of the baby); GCCI II 95 (a slave woman and her daughter, a babe-in-arms, for forty-four shekels); UCP 9/XII:413-418 ("a sick slave woman"¹⁶² and her daughter and son for one mina twelve shekels);¹⁶³ Ner 7; NRVU 659; TCL 13 248.

Thirty shekels: Joannès 58 (a slave, his wife, their two sons and two daughters for two and a half minas); Nbk 29,101,201; NRVU 96; Cyr 332; Dar 492; AnOr 8 13.

Thirty-two to forty-eight shekels: McEwan 2; Nbk 97,228; Nbn 59,176 (a slave is sold for thirty-five shekels on credit with a finance charge of one shekel of silver on the mina per month), 244,248 (a slave woman and her ten-year-old son for one and a half minas), 533 (two slaves for one and a third minas), 648,892,1044; NRVU 64,66,67 (a slave woman and her month-old baby for one mina twelve shekels), 90(?),648 (two slaves for one mina ten shekels); BE 8 2 (two slaves, four slave women, and two children for five minas); 5R pl.67 no.2 (two slave women for one mina three shekels); TCL 12 65 (two slaves for one and a half minas); YOS 6 73 (a slave woman and her daughter for one mina five shekels), 197; UET 4 200 (a slave woman and her four sons for three minas five shekels); VS 15 3 (three slaves for two minas); BRM 2 2 (two slaves and a slave woman for two minas).

Fifty to fifty-nine shekels: McEwan 3; Nbk 94,96,203,422; Nbn 336,392 (two slaves and a slave woman for two minas fifty shekels), 666,668 (four slaves for three minas fifty shekels), 756,1020; YOS 6 5 (a slave barber for fifty-eight shekels); NRVU 84;

¹⁶²Line 2: (f)qal-lat-su maraštum(tum).

¹⁶³Lutz, the editor of this text, interpreted it incorrectly, believing that it concerns the hire, not the sale, of a slave woman.

Cyr 362; PBS 2/I 113; Dar 70 (a slave baker for fifty shekels).

One mina: Nbk 365; Nbn 212(?), 273 (three slave women for three minas), 564, 801, 1039 (a slave and slave woman for two minas, and another slave for one and a half minas), 1103; DJ:268; Cyr 146; Camb 15; UET 4 27; NRVU 86; GCCI I 385; TMH 2/3 18; TCL 12 87; TCL 13 200 (a slave woman and her son for two minas); BRM 2 10.

One mina two shekels to one and a half minas: McEwan 7,36 (seven slaves and slave women for ten minas); Nbk 61,103,117,147 (two slave women for two and a third minas); Nbn 518,665,806,1039,1083; NRVU 65,73,81; Camb 307 (two slave women for three minas), 384 (two slave women cost two and two-thirds minas); Liverpool 13,19; Dar 319 (two slaves for three minas); Moldenke II 53 (two slaves for two minas ten shekels); PBS 2/I 65 (two slaves and a slave woman with her son for five minas); TCL 12 27 (two slaves for two and a third minas), 116 (two slaves and the son of one of them for three minas ten shekels); UET 4 29; YOS 7 130, 164 (a four-year-old and a five-year-old boy for two and a half minas); PSBA 5:103-107.

One mina forty-five shekels to one mina fifty shekels: NRVU 72 (a slave woman and her son for three and a half minas); Cyr 332.

Two minas to two minas thirty-five shekels: NRVU 70(?), 71 (two women and the two daughters of one of them cost eight and a half minas), 75, 78-80, 85, 87, 91, 93 (two slaves for four minas), 94, 701; BRM 1 72; Camb 287.

Three minas: Dar 429 (a family of eight: the slave, his wife, their four sons and two daughters cost twenty-four minas).

Further, according to Dar 260, the compensation for a slave who had died consisted of four minas. According to Nbn 787, at the division of some property, four slaves were appraised at twenty-five minas, i.e., an average price of six and one-fourth minas apiece.¹⁶⁴ It is possible that the price of the slave (or slave

woman?) in the fragmentary document Liverpool 10 (Babylon, 561 BC) was six minas one shekel.

A few documents attest to the sale of slaves to pay off loans in barley. According to YOS 6 207, a man renting land from the Eanna temple sold a slave for forty kur of barley (about forty shekels of silver), i.e., for the amount of barley which he had to supply to the temple.¹⁶⁵ One slave woman, her two sons and baby daughter¹⁶⁶ were sold for one and five-sixths minas, which is equated with the value of one hundred kur of barley, the amount owed by the owner of the slaves to the king. The buyer acquired the slaves by paying off the debtor's obligation.

A letter is preserved in which the author reminds the addressee that the latter wished to sell some slaves and asks him to inform him (the writer) where and with whom the slaves are to be found and how many of them there are. The writer promises to sell them for the addressee after he receives an answer from the latter [UET 4 177].¹⁶⁷

¹⁶⁴Line 11: 25 mana kaspu šim 4-ta amēlūti(ti), "twenty-five minas is the price of the four slaves."

¹⁶⁵This text is a typical example of the formulation of the repayment of a loan as a sale document [see San Nicolò/Petschow 1960:36].

¹⁶⁶AnOr 8 19:4 mārāt-su šā šī-zib.

¹⁶⁷For further information about the sale of slaves or the prices received for them, see the following documents, part of which are preserved only in fragmentary form: The Academy 34:107f.; AfO 17: 1ff.; AfO Beiheft 6 no.117(?); AnOr 8 74; BRM 1 30/31,37,90; BRM 2 10,25; Camb 8,349 (the exchange of one field for another field and some slaves), 362,384;

It is clear from the texts in question that, in the period of the Chaldean dynasty, an adult male slave cost an average of fifty to sixty shekels and a slave woman a little less. Under the Achaemenids, the prices for slaves gradually rose to about one and a half times their previous level [cf. Meissner 1920 BuA I:336; Dubberstein 1939:34-36; Mendelsohn 1949:118; Cardascia 1951:4]. It is probable that this increase in prices, though characteristic of almost all spheres of economic life, is partially to be explained by the large number of enslaved prisoners of war who had been sent to the royal estates in Persepolis and other cities, causing a curtailment in the supply of slaves in the market (cf. ch. III:561ff., 568ff.).

The significant fluctuation in the price of slaves to be observed in a number of documents may be explained by their ages, skills, business abilities, and the like. In several texts it is emphasized that "the slave girl is beautiful."¹⁶⁸ Such slave women

CT 4 pl.36 no.1, pl.47 no.1; Cyr 352; Dar 53,376, 467,551; Holt 15,22; Joannès 76; Liverpool 1; McEwan 1; Nbk 9,37,236,380,417; Nbn 516,593,615,681,738,807, 1113; NRVU 69,74,77,88,89,92,95,107,162,648,667; RP(NS) 4:104; TCL 13 179; TMH 2/3 20,267,269,289; UET 4 182; VS 15 20; YOS 6 79/80,196,219,221; YOS 7 91,117,130, 155,164; ZA 4:281. Cf. TCL 12 32: 37-38 um-ma amēlu-tú ina qātē(2) (amēl)tamkāri ab-kām-ma šup-ra, "buy slaves from the hand of a merchant and send (them) to me." Cf. also a letter from the time of Nabopolassar, UET 4 184: the author of the letter, who has fallen into a difficult financial situation, is ready to sell everything that can be sold with the exception of a slave ("let the slave remain").

¹⁶⁸CT 22 201:15 a-me-lu-ut-ti bab-ba-ni-tu; CT 22 202:35 qal-lat bab-ba-ni-tum.

were probably, as a rule, appraised at higher than average prices. The age of the slaves being sold is frequently mentioned. A month-old baby cost approximately one-half shekel, a six-year-old girl was sold for seventeen shekels [Nbn 693], and an old slave and an old slave woman brought twenty-two and fourteen shekels respectively [Nbn 300,388]. One document indicates that "a grown slave"¹⁶⁹ was sold for two minas. The highest price actually paid for a male slave in the Achaemenid period was four minas ten shekels [Dar 212] and, for a slave woman, two minas fifty-three shekels [NRVU 76]. At the division of some property, four slaves were valued at an average of six and one-fourth minas each [Nbn 787].¹⁷⁰ It may be noted for comparison that a new boat sold for two minas five shekels [Cyr 310], and a house measuring c. 506.25 square meters for one (or possibly two) mina thirty-two

¹⁶⁹BRM 1 72:2 (amēl)qal-la-šú ra-bu-ú.

¹⁷⁰The average price of a slave or slave woman in the period of the dynasty of Akkad and in the Ur III period fluctuated between ten and fifteen shekels. It was twenty shekels in the Old Babylonian period. In late Assyria, slaves sold for approximately fifty to sixty shekels and slave women for forty shekels; in Palestine for about thirty shekels [see Meissner 1892:23-25, 1936:34ff.; Mendelsohn 1949:117f.; Dubberstein 1939:36ff.; Klíma 1964b:24; Rutten 1935:134]. In ancient Greece, just as in Mesopotamia, the prices for slaves rose from century to century, and in the fifth and fourth centuries a slave or slave woman cost about two minas [see Vallon 1936:77-89; Westermann 1955:14]. In Egypt in the Saite and Achaemenid periods a slave cost approximately one deben (c. 91 grams) of silver and up [see Malinine 1946:119ff.].

and a half shekels [BIN 1 127]. Rent payments on houses fluctuated between five and a half and twenty shekels a year [Cyr 228; Dar 25,163,256]. One kur (c. 180 liters) of barley or dates normally cost one shekel of silver.

Documents Relating to Slaves as Gifts and Inherited Property

Documents concerning the giving and dividing of property are of considerable interest, because, in a number of cases, they make it possible to determine the number of slaves and the type of property belonging to individual families.

Along with fields, livestock, money, and household utensils, slaves were often included in dowries (*dotis causa*) [Tallqvist 1891:3ff.; Marx 1902:13].

Nbn 243 [cf. the transliteration and translation in Marx 1902:9]: "Nabu-nadin-aḫi son of Bel-aḫḫe-iddin descendant of Arad-Nergal stated the following to Šum-ukin son of Mušallim: 'Give your nubile daughter, Ina-Esagil-banat, to be the wife of my son, Uballiṣu-Gula.'

Šum-ukin listened to him and gave his nubile daughter, Ina-Esagil-banat, to (be the wife of) his son Uballiṣu-Gula. He gave Nabu-nadin-aḫi one mina of silver (and the slave women) Latubašinnu, Ina-šilli-Esabad, (and) Taslimu, as well as household utensils, as the dowry of Ina-Esagil-banat. Šum-ukin gave Nabu-nadin-aḫi his slave woman, Nana-keširat, in place of two-thirds of the one mina of silver (included in) the dowry. Šum-ukin must give Nabu-nadin-aḫi one-third mina of silver, the rest of the one mina of silver, and then the dowry will have been paid (in full).

Each (of the contractors) has received a copy of the document.

Witnesses (the names of six persons) and scribe (name). Babylon, the 10th day of (the month) Addaru, the 6th year of Nabonidus, king of Babylon."

As is clear from the text, Šum-ukin gave three slave women and some household utensils for his daughter's dowry. In addition, he promised to give one mina of silver. However, he substituted a fourth slave woman for two-thirds mina and was obligated to pay the remaining one-third mina.

Camb 193 [cf. Tallqvist 1891:3]: "Itti-Marduk-balaṭu son of Bel-aḥḥe-iddin descendant of Nur-Sin has, of his own free will, given Marduk-šum-ibni son of Bel-ušallim descendant of Epeš-ili ten minas of silver, Banitum-bel(?)—uṣur, Šar-banitum-ṭabi, Banitum-silmi, and Ninlil-silmu, four slave women,¹⁷¹ and household utensils as the dowry of his daughter Amat-Nana.

Witnesses (the names of five persons) and scribe (name). The 13th day of (the month) Araḥsamnu, the 3rd year of Cambyses, king of Babylon, king of lands."

Camb 215 [cf. Tallqvist 1891:3f.]: "Itti-Marduk-balaṭu son of Nabu-aḥḥe-iddin descendant of Egibi has, of his own free will, given to Itti-Nabu-balaṭu son of Marduk-bani-zeri descendant of Bel-eṭir [...] kur of land with trees located at the irrigation ditch of Hazuzu, three slaves, (and) household utensils, as the dowry for his daughter Ina-Esagil-belet.

They have each received a (copy of the) document.

Witnesses (the names of three persons), scribe (name). (The town of) Paširu, the 22nd day of (the month) Šabaṭu, the 3rd year of Cambyses, king of Babylon, king of lands."

The same Itti-Marduk-balaṭu mentioned in the document just translated, in 536, promised to give ten minas of silver, five slaves, and household utensils as the dowry for another daughter, but in 527 this dowry had still not been given [Cyr 143; Camb 214].

TCL 12 32 (Babylon, 592? BC) is of considerable interest. According to this document, a certain Marduk-šakin-zeri said to Mušezib-Bel: When your father gave me his daughter, Bunanitu, as a wife, he gave a field in Uruk, a house, ten minas of silver, the slave woman Arha' and her family,¹⁷² and also another

¹⁷¹Line 4: (amēl)a-me-lut-tum.

¹⁷²Line 9: (amēl)qin-ni-šū.

slave woman and a male slave as dowry. Then Bunanitu died and I am taking another of your sisters Hīpa to wife. What kind of dowry are you going to give me for her?

Mušezib-Bel answered: When father gave you Bunanitu, our house was well-off. Now father has died and there is nothing of value in my father's house.

Then Mušezib-Bel agreed to give as the dowry the same field and slaves that had been given as the dowry of his first sister, since she had died childless and her dowry had to be returned to the house of her father.

The remaining marriage contracts and documents relating to the division of property contain the following figures.

NRVU 4 (550 BC) records the dowry allotments of two daughters and the subsequent (probably after the death of the parents) division of the remaining property between the two sisters. The entire property consisted of houses occupying eighteen reeds (c. 220.5 square meters), fields and date palm groves occupying three kur two sūt of land (c. 4.14 hectares), six slaves, and three slave women. In terms of money, all this property was assessed at twenty-seven and a half minas of silver. The portion of one of the sisters (apparently, the elder) was fifteen minas and that of the other twelve and a half minas.

The total amount of the dowry of Nupta, the wife of Itti-Marduk-balaṭu, head of the Egibi family, was twenty-four minas of silver. In particular, she received slaves in the amount of thirteen and two-thirds minas eight shekels [Nbn 755; Cyr 130].

Similarly, one bride received as her dowry land amounting to one kur three pān (c. 2.16 hectares), including a grove of date palms, a total of ten household utensils and pieces of furniture (a table, chairs, etc.), as well as two slave women [TMH 2/3 1]. The dowry of another bride included five minas of silver, three slaves, thirty sheep, two oxen, and

household utensils [Ner 25].

The other marriage contracts and records of inheritance yield the following information: seven minas of silver, three slaves, and household utensils [Nbk 265]; a slave, a slave woman, her daughter, and a house [Nbn 348]; two slave women and a plot of land eight reeds in area (c. 98 square meters) [Nbk 368]; two kur of land (c. 2.7 hectares), five slaves, and household utensils [Nbn 760]; one kur of land (c. 1.35 hectares), a slave woman, clothing, a table, and household utensils [Nbn 990]; two slaves [Cyr 168]; eight minas of silver, one slave woman, two slaves, and household utensils [Dar 522]; eight minas of silver, one slave woman, two slaves, a table, chairs, and some bronze utensils [Dar 530]; two pān three sūt of land (c. 0.675 hectare) and one slave woman [NRVU 5]; four pān of land (c. 1.08 hectares), one slave, and utensils [BV:174 BM 84-2-11,342]. In other documents, dowry allotments of one or two slaves, household utensils, and money up to one-half mina of silver are recorded.¹⁷³

As is clear from the documents examined above, the daughters of wealthy Babylonians received three to five slaves as part of their dowry along with household utensils, sums of money, fields, and other items.

The majority of documents dealing with gifts concerns the transfer of slaves and other property to the heirs of the testator or testatrix on the condition that the latter may use this property up to the time of his or her death or that the heirs will support him or

¹⁷³AnOr 8 18; Böhl 1936 no.874; BRM 2 5; Camb 216; Cyr 332,361; Dar 568; Nbk 101,198; Ner 7; NRVU 6; TCL 13 179; YOS 6 124; YOS 7 59. Marriage contracts without slaves as part of the dowry are not included here.

her until that time [donatio mortis causa; see NRVU:17-19].

Nbk 283 [cf. Tallqvist 1891:10]: "Silim-Ištar daughter of Kurigalzu descendant of Šanašišu has voluntarily drawn up (this) sealed document regarding her property in the city and in the country, not including the five minas of silver, two slaves, and household utensils which she had (earlier) given to Bel-ušallim son of Zerija descendant of Nabaja as the dowry of her daughter, Gula-qašat, and has turned this document over to her daughter, Gula-qašat.

So long as Silim-Ištar is alive, she will be maintained from her property, but she may not dispose of it or give it to another person.

(Gula-qašat) may not give to another person as a part of the property of her husband, Bel-ušallim, any (of the property) in the city and in the country about which she (Silim-Ištar) has drawn up the document and given to her daughter Gula-qašat.

When Silim-Ištar dies, her property will pass into the possession of Gula-qašat.

May (the god) Marduk and (the goddess) Šarpanitu annihilate him who alters these words.¹⁷⁴

Witnesses (the names of five persons) and scribe (name). Babylon, the 24th day of (the month) Tašritu, the 35th year of Nebuchadnezzar, king of Babylon."

NRVU 19 (Babylon, 530 BC) attests that a woman bequeathed to her two daughters one kur of land (c. 1.35 hectares) and a slave. One of the daughters received three pān two sūt of the land (c. 0.9 hectare), the other only one pān four sūt of the land (c. 0.45 hectare). According to the terms of the will, the mother was to use this property while she was alive. However, two weeks after this document was

¹⁷⁴Literally, "let them pronounce his destruction."

drawn up the will was changed, and the slave was left to the son of the testatrix [NRVU 20].

A certain Hanna gave seven slaves "in perpetuity" to her adopted son Bel-ibni and his mother. While Hanna was alive, the slaves were to be at her disposal, but, after her death, they were to become the property of Bel-ibni and his mother [NRVU 27]. A husband bequeathed eleven slaves to his wife [see BRL IV:19 BM 82-7-14,143], and another man gave his wife a slave woman and her son on the condition that they would become the property of a temple upon the death of his wife [TCL 12 36; for slaves as gifts, see also Cyr 277; Dhorme no.22; BOR 2:1ff. BM 81-6-25,45; BRM 2 6; NRVU 682].

Let us turn now to an examination of documents concerning the division of property which includes slaves.

Dar 379 (Babylon, 508 BC) records the division of slaves and other property among the three sons of Itti-Marduk-balaṣu, the head of the Egibi family. The oldest son, Marduk-naṣir-apli, received six houses and an undeveloped lot in Babylon, two houses and an undeveloped lot in Borsippa, and six minas of silver, as well as slaves and slave women, whose number cannot be determined precisely due to a break in the text (however, the names of thirty-nine slaves are preserved). In all, Marduk-naṣir-apli apparently received a total of forty-four slaves, and almost all of them belonged to family groups.

The two other brothers, Nabu-aḥḥe-bullit and Nergal-uṣezib, received together three houses and an undeveloped lot in Babylon, two houses in Borsippa, and fifty-one slaves (including children).

There still remained other undivided property consisting of fields, cows, oxen, sheep, asses, horses, runaway slaves and their property, and a slave (together with his wife, children, house and his other property), as well as a house and other property in a suburb of Babylon which the Egibi family owned jointly

with their business partner Kalba. The daughters of Itti-Marduk-balaṣu are not mentioned in the document, since they had received dowries in their father's lifetime (see above p.208). It is evident from other documents [e.g., Dar 376] that, prior to this division, the brothers owned other property that is not mentioned in Dar 379 (above p.212), because it was no longer the common property of the family.¹⁷⁵

YOS 6 143 (Uruk, 546 BC) attests to "a division of slaves"¹⁷⁶ between a certain Ištar-mukin-apli and his paternal uncle, Nabu-muṣetiq-uddi. The latter had already received two slaves as his share of the inheritance in his brother's lifetime, and he received another slave at this time. The nephew received two slaves, one of whom owned a house and other property. The document indicates that each received his full share of the slaves, but that the houses remained in the common ownership of the two heirs. It is to be noted that a slave mentioned in the text was the father of two sons, the elder of whom went to the nephew and the younger to his uncle (see also the following section.)¹⁷⁷

¹⁷⁵See also Camb 365, which attests to the division of six slaves and a certain amount of money between two members of the Egibi family.

¹⁷⁶Line 1: zu-'u-uz-ti šá [(amēl)]a-me-lut-ti.

¹⁷⁷See further BE 8 123 (three minas of silver and a slave woman form a part of an as yet undivided property, which remains for the time in the possession of the older brother); NRVU 20 (the division of one slave and one kur of land), 31; Cyr 168; BV:126 no. 91 BM 84-2-11,57; YOS 17 348 (Uruk, 591 BC: division between two brothers of an estate consisting of five slaves, two slave women, a house, and land). Cf. Cowley 1923 no.28.

which records the division of property between the two sons of Mibtahiah, a woman resident of Elephantine (410 BC). Each of the brothers received one slave. Moreover, these two slaves were brothers, but their mother and a third brother remained for the time being in common ownership.

The Approximate Number of Slaves per Family

The overall number of slaves in the Neo-Babylonian and Achaemenid periods was quite large. Slaves and livestock were the major forms of movable property. Wealthy Babylonians owned several dozen slaves, and some families even possessed over a hundred. For example, in TCL 13 223 (the date is not preserved), in addition to fields and houses in Babylon and its environs, 118 slaves are mentioned at the division of property following the death of the head of the family, and this number does not include those slaves purchased "in the name" of the father of the heirs or of their grandfather.

At the division of the property of the Egibi family in 508 BC [Dar 379] between the three sons of the late Itti-Marduk-balaṭu, more than one hundred slaves are mentioned by name.¹⁷⁸ The divided property also included sixteen houses and other buildings in Babylon and Borsippa, twelve minas of silver, and other property, but fields, cows, oxen, sheep, asses, horses, and runaway slaves and their property were left for the time being in common ownership. It is also known that Itti-Marduk-balaṭu, the head of the family, had given several daughters in marriage during his lifetime and had apportioned them appropriate dowries, a total of thirteen male slaves, four slave women, thirty minas of silver, household utensils, and fields [Cyr 143; Camb 193, 214, 215]. The total number of slaves belonging to the Egibi family apparently exceeded two hundred persons.

A document concerning the division of the joint

¹⁷⁸ The total number of slaves involved can not be established exactly, because some of their names have been destroyed.

property¹⁷⁹ of two persons¹⁸⁰ in Babylon in 585 BC mentions a house occupying c. 171.5 square meters, a dilapidated house¹⁸¹ occupying c. 200 square meters appraised at three minas forty-nine shekels of silver, a slave mentioned by name who had been appraised at eighteen shekels, about forty-three minas of silver (of which twelve minas fifteen shekels were in the possession of a certain merchant and twenty-four minas fifty-two shekels had been loaned out to various persons), three hundred head of sheep and goats, forty-one cows, four asses, thirteen hoes, two bronze bolts, three handles for ploughs, one hundred measures of garlic, a grain field, and finally, "thirty slaves, grownups (and) young ones, runaways (and) those given as security."¹⁸²

One family owned twenty-five slaves [Dar 429], and another family sold twenty-seven slaves [Cyr 161]. A certain Babylonian gave his sister eleven slaves in 497 BC on the condition that they would continue to serve him while he was alive [BRL IV:19 BM 82-7-14,143]. One badly damaged text [VS 20 86] records the division of about ten slaves between two brothers.

Apparently it was not uncommon for persons of moderate means to own three to five slaves. One text records a "division of slaves"¹⁸³ between a nephew and

¹⁷⁹TCL 12 43:1 *ṭup-pi-zitti*.

¹⁸⁰Apparently, they were cousins, and the father of one of them was a smith.

¹⁸¹Line 8: *bītu ab-ta*.

¹⁸²Lines 15-16: (*amēl*)*a-me-lu-tum rabū(ū) ṣeḥru ḥal-qa maš-ka-na-a-ta*.

¹⁸³YOS 6 143 (n.176 above); cf. also YOS 17 348.

his uncle (the brother of the father, who had died in 546 in Uruk). A slave and a slave woman had already been divided between them; the text in question records the division of three who had remained common property.

Sin-uballit, an inhabitant of the city of Ur who lived in Babylon from 601 to 595, owned three slave women. In seventeen documents he is attested taking loans and using these slave women as security for amounts from six shekels to a mina of silver [UET 4 73,74,76-79,197; and others]. Tabija, the son of Nabu-apla-iddin, who owned at least ten slaves [NRVU 376,408,648; and others], hired a few more slaves, including one for a period of half a year [NRVU 152,296,660].

Persons of lesser affluence often owned one or two slaves. A certain Banija, who apparently owned only a single slave woman, hired another one [Moldenke I 16]. A smith and his son fled leaving their slave behind, probably because they were not in the position to pay their state taxes in kind [YOS 3 165]. Herdsmen sometimes owned a slave or slave woman [YOS 6 221; YOS 7 7].

Although the number of slaves in the Neo-Babylonian and Achaemenid periods was far greater than in the preceding periods,¹⁸⁴ it may be confidently

¹⁸⁴At the end of the Neo-Assyrian empire, the largest slave owners possessed dozens of slaves [see Olmstead 1923:539]. Šamaš-šar-ušur, a wealthy Assyrian merchant contemporary with Ashurbanipal, acquired six slave women and two slaves in the space of fifty years [see Mallowan 1956:66]. Information about the number of slaves in neighboring countries in the seventh to the fourth century is scant. In particular, it may be noted that Ahḫapi, the father of Psamšek (manager of the Egyptian estates of the Persian satrap Aršama), owned at least eight slaves [Driver 1965 no.3].

stated that their number would not have been greater than half of the free population. Many inhabitants of both cities and agricultural areas did not, insofar as can be determined, own any slaves at all. This is attested, in particular, by the large number of documents concerning divisions of property which do not mention slaves at all. The following evidence, even though it is somewhat circumstantial, gives a good idea about the ratio of free persons to slaves. About forty-five thousand persons are mentioned by name in the texts of this period. Of these, approximately 850 males and 360 females are privately owned slaves, 160 males and 30 females are temple slaves, and about 200 individuals belong to groups of dependent persons. These figures must be handled with care, because slaves (especially temple slaves) frequently appear in documents without a name and with only an indication of their numbers in some detachment of workers. It is also appropriate to note that women are mentioned in the texts much more rarely than men. The Bible gives related information which may be used for comparison [Ezra 2:68-70; Nehemiah 7:66-72]. When the Babylonian captivity ended and the Jews returned to their homeland after the Persians had captured Babylon, the adult composition of this repatriated people was as follows: out of 42,360 people (30,000 of them men), the number of slaves and slave women came to 7337, i.e., between one-fifth and one-sixth of the number of free persons. However, the relative numbers of free men and slaves were probably somewhat different in Babylonia itself. It is possible that the free population was only two or three times that of the slaves. In any case, the number of slaves in first-millennium Babylonia was probably far less than in the developed Classical states.¹⁸⁵

¹⁸⁵Finley [1964:239f.] believed that there were

about sixty to eighty thousand slaves in Athens in the fifth and fourth centuries and an approximately equal number of free men (although the number of citizens was probably only a fourth of this) and that there was no significant concentration of slaves in the hands of individual persons. Westermann [1955:8f.] thought that a considerable portion of the populace of Athens did not own slaves at all and that the latter made up not more than a third or fourth of the general population. According to Lentsman [1963:27], the number of slaves in Athens, Aegina, and Corinth "exceeded the number of free men by a considerable margin." In Rome, in the second and first centuries BC, there was a considerable number of people who owned hundreds and thousands of slaves [Finley 1964:242].

Fugitive Slaves

The documents contain interesting information about fugitive slaves [cf. BRL I:5; San Nicolò 1922: 212ff., 1931a:212; Meissner 1920 BuA I:383; Krückmann 1931:40; Mendelsohn 1949:39; Garelli 1959:97f.], both those belonging to private individuals and to temples,¹⁸⁶ and about placing slaves in irons and in prison after attempts to run away or to avoid work.

At the sale of a slave, his owner frequently guaranteed that he would not run away from his new master for a period of one hundred days after the sale (see above p.184). Such guaranties are usually encountered in texts from the Hellenistic period,¹⁸⁷ but they appear already in the Neo-Babylonian [Nbk 346] and Achaemenid periods [McEwan 35; NRVU 96] and indicate that the flight of a slave was a frequent occurrence. To judge from some documents, the seller was obligated to find the runaway slave and return him to the buyer or to replace him with another, and, in the event that this was not done, the contract was cancelled and the amount of money which the buyer had paid was returned to him.

From one series of documents, one can put together a rough biographical sketch of a slave, Bariki-ili, who

¹⁸⁶See ch. II:490ff. See also the documents which attest to the flights of šušānu and ikkaru (ch. IV:590f., 638f.).

¹⁸⁷Krückmann 1931:41. Cf. TCL 13 248:11 *pu-ut la ḥa-la-qa šá amēlu-ut-tim šuāti a-[di] 100 ūmu(mu) (f)PN na-šá-at*, the woman selling "guarantees that this slave will not run away for a period of one hundred days" (328 BC). See further VS 15 3:15 (*pu-ut la ḥa-la-qi*); BRM 2 10:16. Cf. below n.188.

ran away from his masters several times [see Oppert 1888b:180; BRL I:5; Struve 1941:347; Meissner 1920 BuA I:384; Wallis 1964]. A certain Aḫi-nuri bought him for twenty-eight shekels [Nbn 1113], rather than the usual price of about one mina. Apparently, Bariki-ili was considered an unreliable worker and was sold at such a low price for this reason. In 570, Aḫi-nuri gave Bariki-ili to his daughter Gaga [Nbn 1113]. In 566, Gaga, her husband Pir'u, and their kinsman Zerija sold Bariki-ili in the city of Kish (although they themselves lived in Babylon) for twenty-three shekels and guaranteed that if he died or ran away¹⁸⁸ before the end of the year they would bear responsibility.¹⁸⁹

This transaction, however, was apparently later cancelled (it is possible that Bariki-ili ran away from

¹⁸⁸Nbk 346:8-9 *pu-ut ḥe-le-qu ū mi-tu-tu; ḥelēqu* is a Late Babylonian form of the verb *ḥalāqu*, "to run away"; see Ungnad 1937a s.v. *ḥalqu*; AHw:310f; CAD Ḥ:36-40. In Neo-Babylonian texts, this word is also used to designate missing objects [UET 4 162,199; Nbk 325] and soldiers [RA 11:167 rev.14], an abandoned field [Cyr 348:8], and other things. The documents BIN 1 36 and 49 relate that two men from Uruk, who were free men but who had been arrested for some kind of misdemeanor, had fled (*iḥ-li-qu*) "to another country." Further, the letter UET 4 167 reports that two families fled from Eridu. According to YOS 7 159, a certain Labaši took a cow from the temple herd and then ran away. Finally, in a contract dealing with the hire of a herdsman, the herdsman takes upon himself the responsibility of seeing that the oxen do not run away (*la ḥa-la-qu*) [PBS 2/I 15:14-16]. Cf. the letter UET 4 171:14 *aššata ḥul-liq*, "do away with the wife."

¹⁸⁹Cf. the translation in BRL I:5-6, where, however, the contract has been incorrectly interpreted.

his new master back to Babylon and that he was returned to his previous owners after his capture), because in 563 he was again in the possession of Gaga, her husband, and Zeriya, who then used him as security for a loan of twenty shekels of silver [Nbk 408]. Later Gaga gave Bariki-ili to her daughter, Nupta, and Nupta gave him to her husband and son, who then sold him to Itti-Marduk-balaṭu, the head of the Egibi family [Nbn 1113]. The document Nbn 1113 (Babylon, 548 BC) is the protocol of a trial concerning Bariki-ili. According to this text, Bariki-ili confessed that he had made two escapes (ḥalqāti) and that he had safely hidden himself for many days. The first runaway attempt proved unsuccessful, and, for this reason, during the second attempt he posed as an official in the service of a certain Bel-rimanni [see Wallis 1964:19; cf. below p.440ff.].

The manager in charge of the slaves belonging to the Eanna temple, Bel-na'id, sold his own slave Nabu-bel-uṣur to a certain Tabija. But this slave "did not enter" the house of the latter, although Bel-na'id had received the money for him. For this reason, Bel-na'id provided a substitute (šupēltu) for Nabu-bel-uṣur, who had apparently succeeded in running away [YOS 7 114].

To judge from Nbk 390, the suspicion arose that Uqupu, a slave belonging to Zeriya, had hidden with Nabu-eṭir. The latter was obliged to provide compensation for the work which Uqupu had missed, if it was established that the fugitive slave had actually hidden with him.

A certain Rimut received the price of his fugitive slave from two persons, with whom the slave had apparently hidden, and promised not to institute proceedings on account of the slave.¹⁹⁰ Later the parties agreed that Rimut would take his slave back and

¹⁹⁰BIN 1 141:21 a-nu muḥ-ḫi (amēl)qal-la.

receive compensation for the work that he would have done while he was in hiding, but that Rimut would return the amount paid for the slave.

One document from the period of Darius I is of great interest. According to this document, Labaši son of Šum-ukin helped Taslimu, a slave woman of the well-known Marduk-naṣir-apli, a member of the Egibi family, to run away, or perhaps he abducted her.¹⁹¹ Marduk-naṣir-apli learned of this and forced Labaši to return the fugitive slave woman. Labaši, however, was not punished in any way for his misdemeanor.

Dar 53 (Babylon, 520 BC) attests that a certain Nabu-apla-iddin filed a court complaint that his slave, Nabu-kilanni, had run away (iḫliq) and that he had later seen the slave at the home of Nabu-uballiṭ, who had given the slave another name (Nabu-šepiṣu-šuzziz - "O Nabu! Stop his feet!" - a remarkable name for a slave) and had later sold him to Marduk-naṣir-apli of the house of Egibi. The judges ruled that, if Nabu-apla-iddin's statement turned out to have real foundation, he could, "according to the law (dāta) of the king," take his slave away. It is characteristic of this type of document that no mention is made of a punishment for the abductor of the slave [cf. BRL III:51; Mendelsohn 1949:62].

The document recording the division of the property of the house of Egibi mentions "fugitive slaves and their wives."¹⁹² It is noted in another document concerning division of property that "the

¹⁹¹Dar 207:4 ū-šā-ḫi-li-iq. Cf. Meissner 1920 BuA I:384.

¹⁹²Dar 379:57 (amēl)a-me-lu-su-nu ḥal-liq-tum aššāti-šū-nu.

fugitive slaves, who have not (yet) turned up,¹⁹³ will, upon capture, belong to the three persons who are named.

The document Dar 504 cites the oath of a man to return a slave woman to her master by a certain time.¹⁹⁴ It is possible that a fugitive slave woman is involved here. Two free men guarantee that a slave (qallu) who is in debt to the Eanna temple will not run away.¹⁹⁵ Nbn 697 speaks of a fugitive slave who had been freed on the condition of maintaining his master (for details, see below p.438f.).

Letters also contain valuable information about fugitive slaves. One letter reports that the runaway slave woman of the addressee "has been taken to the gates of the palace in Babylon."¹⁹⁶ Another letter attests that a slave by the name of Nabu-balatsu ran away, taking with him clothing and other articles belonging to his master. He sold some of these things in Sippar but was then arrested by the head warden of a prison and taken to the Priest of Sippar. The judges requested the Priest to return the slave and all the

¹⁹³BM 84-2-11,61 (542 BC) (amēl)a-me-lut-tum ḥa-li-iq-ti šá la il-la-a' [see BRL II:20]. Cf. further TCL 12 43, in which fugitive slaves are also mentioned in a division of property.

¹⁹⁴Lines 6-8: (amēl)qal-lat-su šá ina pa-ni-ja a-bak-kám-ma a-na (m)PN a-nam-di-i.

¹⁹⁵AnOr 8 73:7 a-na la ḥal-la-qa. Cf. also TCL 13 160:13 amēlu-tú ḥa-liq-tu, "fugitive slaves."

¹⁹⁶YOS 3 46:22-24 ḥal-qa-ti a-na bābili(ki) a-na bāb ekalli ab-ka-at.

stolen articles, including those he had already sold, to the master.¹⁹⁷

The sender of a third letter announces that a slave woman who belongs to him has run away (ta-ḥal-liq). He says that two persons reported to him that they had detained this slave woman and suggested that a messenger be sent for her. The owner of the slave woman indicates in his letter where she is and asks the addressee to send her back with the man that he is sending especially for this purpose [CT 22 183; cf. BIN 1 59, which also reports the detention of a fugitive slave woman]. Finally, one letter contains the complaint of a certain Balatsu that his "only slave and only herdsman have run away"¹⁹⁸ and there is nobody at his disposal.

Documents drawn up at the hire of slaves and when they are given as security for loans or in antichresis contain the stipulation that, "if the slave (or slave

¹⁹⁷CT 22 230. Cf. Petschow 1954b:203. The letter of Aršama, satrap of Egypt, to the Iranian nobleman Artawont, who apparently occupied some sort of high administrative post in Egypt, gives an interesting parallel to this text. As is clear from the letter, Aršama was out of Egypt (possibly in Susa) at the time. Psamšek, the steward of Aršama's Egyptian estates, set out with some of his own father's slaves (^cbd) to go to Aršama. These slaves (a total of eight persons) stole some property belonging to Psamšek along the way and then ran away. Psamšek went to Aršama and asked him to see that the fugitives were punished if they were found [Driver 1965 no.3]. Cf. below n.498.

¹⁹⁸YOS 3 187:14-16 ki-i 1(en) (amēl)qal-la-a ù 1(en) (amēl)rē'u-ú-a la iḥ-li-qu.

woman) leaves for another place"¹⁹⁹ or "runs away,"²⁰⁰ the master must compensate the employer or creditor for the value of the slave's service. NRVU 677 (499 BC) attests that the slave woman Eṭirtu, who belonged to the Mede Ninakku, was used as security for a loan, but that she ran away in the night from the creditor. Another example: a slave woman named Taslimu was given in antichresis with the appropriate guaranties that she would not run away from the creditor.²⁰¹ Five months later, however, the master took an oath to give the slave woman to the creditor, from whose house she had run away,²⁰² before the 10th day of the month of

¹⁹⁹ki-i a-na a-šar šá-nam-ma it-tal-ku//ta-at-tal-ku; see NRVU 296,306; Dar 575; YOS 6 163; Liverpool 22; Nbn 803,1116; Camb 315,379,428. Analogous stipulations are encountered at the hire or use of the children of free persons as security [see: Nbk 83; NRVU 153 (a-na a-šar šá-nam-ma ul il-lak, "he must not leave for another place"), 158 (pu-ut la a-la-ki, so-and-so guarantees "that he will not leave")].

²⁰⁰hal-liq//hal-qa-at; see TMH 2/3 116, NRVU 659; Peek:83f. BM 81-6-25,54. Cf. TCL 12 42, UET 4 104 (pu-ut la ḥa-laq-qú, guaranty "that he will not run away"), which involve children of free parents who have been used as security for a loan. See Petschow 1956:109-111. For analogous clauses in Neo-Assyrian documents dealing with the use of slaves as security, see Deller 1961:38ff.

²⁰¹Dar 431:12 pu-ut la ḥa-la-qu šá amēlu-tu.

²⁰²Dar 434:6-8 amta šá . . . ta-aḥ(!)-ḥa-li-iq ab-ba-kam(!)-ma(!) a-na (m)PN a-na-ad-din-nu, "I will bring the slave woman . . . who has run away and give (her) to PN (the creditor)."

Kislimu. NRVU 661 (Babylon 567 BC) notes that some slaves who were used as security have either died or run away: amēlūti mītāti u ḥalqāti.

Apparently the escape of slaves in Babylonia during this period was a fairly widespread phenomenon. Some slaves hid from their masters for periods of at least several years, and it is possible that some of them managed to become free persons. In addition, there were not a few enslaved prisoners of war (ranging from Egyptians to Bactrians) in Babylonia who probably tried to return to their homes.

Sometimes, free persons helped other persons' slaves to escape or hid fugitive slaves, obviously in an attempt to use their labor. There was not, apparently, in the Neo-Babylonian period, unlike the times of Hammurapi, such severe punishment for the theft or concealment of a slave belonging to someone else.²⁰³ It was probably limited to the return of the slave to his legal owner and perhaps a small fine.²⁰⁴ It is possible that Neo-Babylonian law stipulated a

²⁰³The Laws of Eshnunna [§§49-50] already stipulate a fine of two times the value of the slave for the theft of someone's slave or the concealment of a fugitive slave. The Laws of Lipit-Ištar [§12] obligate the citizen who sheltered a fugitive slave to return him to his master within a month's time or to pay the latter twenty-five shekels of silver. The Code of Hammurapi [§§15,16,19] establishes the death penalty for the theft or concealment of another's slave and a reward of two shekels for the return of a fugitive slave to his owner [§17]. See Mendelsohn 1949:62; Petschow 1954b:203; BabL I:105-108; Garelli 1959:97f.; Korošec 1968:288; Klíma 1979:295.

²⁰⁴The ancient Hebrew laws go even further with respect to this and forbid the handing over of a

reward for the return of a fugitive slave. In any case, a letter [CT 22 183] has been preserved where it is mentioned that two persons have informed the master of a fugitive slave woman about the detention of the runaway [see Petschow 1954b:203].

Changes evidently also took place in the Neo-Babylonian period with respect to the treatment of fugitive slaves. Although the fugitive slave lost an ear in the time of Hammurapi, this law was, in all probability, no longer enforced in Babylonia in the first millennium [see Struve 1941:347].

fugitive slave who has sought asylum from his master [Deuteronomy 23:16]. However, it is possible that this pertains only to slaves of Hebrew descent.

The Branding or Marking of Slaves

As in many other countries of the ancient world, slaves were branded or marked in Babylonia to show that they were slaves and that their masters had the right to possess them.²⁰⁵ The marking apparently most often consisted of tattooing or "writing" the name of the slave's owner on his hand or wrist with a red-hot iron. For example, a contract from the time of Darius II from Nippur attests that four marked or branded slaves were sold at one time [PBS 2/I 65]. Another document from the same period tells of the sale of a slave "on whose right hand is written the name of his former master,

²⁰⁵For branding and marking of slaves in Babylonia see: Meissner 1920 BuA I:382; NRVU:100,584f.; Ungnad 1937a:136 s.v. rittu; Mendelsohn 1949:47,49f.; Oppenheim 1944:14-16; San Nicolò 1948b:288ff.; BabL I:223,423; BabL II:271-274. In Assyria, slaves were branded or marked or their ears were pierced [see Klima 1964b:24]. See also ch. II:488f. Egyptian documents attest that temple slaves and livestock were branded or marked beginning in the New Kingdom [NRVU:101 with reference to Erman-Ranke, Ägypten:144 n.3]. For the branding or marking of slaves belonging to the military colonists at Elephantine in the fifth century, see Cowley 1923 no.28; Kraeling 1953 no.5. The passage Isaiah 44:5 evidently attests the branding or marking of slaves in ancient Judea: "Another shall write the Lord's name on his hand." Cf. Exodus 21:6: "his master shall pierce his ear with an awl and he shall be his slave for life"; Deuteronomy 15:17: "You shall take an awl and pierce through his ear to the door and he shall be your slave for life." Cf. also Plutarch [Pericles 26] and Aelian [Varia Historia 2.9], who report branding or marking of prisoners of war by